



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
**STATE 911 DEPARTMENT**

1380 Bay Street, Building C, Taunton, MA 02780



**TELECOMMUNICATIONS RELAY SERVICE AND  
CAPTIONED TELEPHONE RELAY SERVICE**

Request for Response

**STATE 911 13-003**

Issued: State 911 13-003

**THIS PROCUREMENT IS COVERED UNDER THE WORLD TRADE  
ORGANIZATION/GOVERNMENT PROCUREMENT AGREEMENT (WTO/GPA)**

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## **SECTION 1- DEFINITIONS**

The following words and phrases used in this RFR shall have the following meaning, unless the context requires otherwise.

Abandoned call: an incoming call that reaches the telecommunications relay service, but that is not answered by a communications assistant.

American Sign Language or ASL: a visual language based on hand shape, position, movement, and orientation of the hands in relation to each other and the body.

Automatic Number Identification or ANI: an enhanced 911 service capability that allows for the automatic display of a telephone number used to place or route a 911 call.

Call billing record: record of calls that the contractor utilizes for user billing.

Captioned telephone: an amplified telecommunications device with a text display that permits the user to both listen to what is said over the telephone and simultaneously read captions of what the other person is saying, thereby allowing a hard of hearing person to utilize captioned telephone relay service.

Captioned telephone relay service or CTRS: an enhanced voice carry over telecommunications relay service, a system which uses third party intervention to connect persons with a hearing disability but with some residual hearing, to engage in communication, by wire or radio, with a hearing individual in a manner that is functionally equivalent to the ability of an individual, who does not have a hearing disability, to communicate using voice communication services, by wire or radio. CTRS is an enhanced voice carry over telecommunications relay service that allows the voice of one party to be converted to text for display on a captioned telephone.

Captioned telephone user: a person who uses a captioned telephone and calls through the captioned telephone relay service.

Certified subscriber: a residential subscriber who is: (i) certified by the Massachusetts commission on the deaf and hard of hearing as sufficiently deaf or hard of hearing to be in need of specialized customer premises equipment; (ii) certified by the Massachusetts commission for the blind as sufficiently visually impaired to be in need of specialized customer premises equipment; or (iii) certified by the Massachusetts rehabilitation commission as otherwise sufficiently disabled to be in need of specialized customer premises equipment.

Commonwealth: the Commonwealth of Massachusetts.

Communications assistant or CA: a person who transliterates, or interprets, conversation between two or more end users of TRS and CTRS. Also known as a relay operator.

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Communication services: (a) the transmission, conveyance, or routing of real-time, two-way voice communications to a point or between or among points by or through any electronic, radio, satellite, cable, optical, microwave, wireline, wireless, or other medium or method, regardless of the protocol used; (b) the ability to provide two-way voice communication on the public switched network; (c) wireless enhanced 911 service; (d) wireline enhanced 911 service; (e) interconnected VoIP service, as defined by Federal Communication Commission regulations; (f) IP-enabled service, as defined in section 18A of chapter 6A of the Massachusetts General Laws; and (g) prepaid wireless service.

Contractor: a bidder that has been selected and has contracted with the State 911 Department to provide the services under this RFR.

Conversation minute: the time measured from the time the calling party is connected to the called party or to an answering machine at the called party's number and relay is able to be conducted between the calling and called parties. Conversation minutes shall not include time in queue, call is ringing, waiting for a live answer, set-up of the inbound call, call wrap-up, time spent informing the captioned telephone user of the call progress, or calls that reach numbers that are busy or receive no answer or receive intercept messages for the called number. The conversation minutes end when either party disconnects from the call. The conversation minutes shall be measured to the nearest second, and when the time for such calls is expressed in decimal form, the time shall be rounded to the nearest tenth of a minute.

Deaf: a severe to profound hearing loss resulting in the majority of circumstances, in an inability to effectively use a conventional telephone without the assistance of a text telephone or other nonvoice terminal device.

Disability: a physical, cognitive, sensory or mental impairment that substantially limits one (1) or more major activities such as caring for oneself, performing manual tasks, walking, seeing, hearing, breathing, learning or working, and results in an inability to use a telephone without the assistance of specialized telephone equipment.

Enhanced voice carry over: a relay service that combines the functionality of a captioned telephone device with simultaneous captioning of the called party's conversation through the CTRS.

Equipment Serial Number or ESN: the serial number of the captioned telephone.

FCC: the Federal Communications Commission.

Hard of hearing: a hearing loss resulting, in the majority of circumstances, in an inability to effectively use a telephone without the assistance of a sound amplification control or a telephone without the use of a hearing aid and a hearing aid compatible handset.

Interexchange carrier or IXC: a telephone company that provides service between local exchange carriers.

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Local access and transport area or LATA: the geographical areas in which a local telephone company offers telecommunications services.

Local exchange service: telephone exchange lines or channels that provide local access from the premises of a subscriber in the Commonwealth to the local telecommunications network to effect the transfer of information.

Massachusetts Equipment Distribution Program or MassEDP: the program administered by the State 911 Department that allows for the distribution, repair, and replacement of specialized customer premises equipment units for certified subscribers throughout the Commonwealth.

Massachusetts Telecommunications Relay Service or MassRelay: the program administered by the State 911 Department that allows for telecommunications relay service throughout the Commonwealth.

Non-captioned telephone user: a person who uses a telephone other than a captioned telephone.

One-line captioned telephone: a captioned telephone device that automatically and directly connects to the captioned telephone relay service that provides captions.

Public Safety Answering Point or PSAP: a facility assigned the responsibility of receiving 911 calls and, as appropriate, directly dispatching emergency response services or transferring or relaying emergency 911 calls to other public or private safety agencies or other PSAPs.

Request for Response or RFR: the mechanism used to communicate procurement specifications and to request responses from interested bidders.

Response: a response from a bidder to the Request for Response.

Residential subscriber: a subscriber who resides in Massachusetts and who has access to residential telephone service provided by a local telephone contractor.

Speech to Speech or STS: provides an operator to voice clearly for persons with speech that is not easily understood over the phone. A telecommunications relay services that allows individuals with speech disabilities to communicate with voice telephone users through the use of specially trained communications assistants who understand the speech patterns of persons with speech disabilities and can repeat the words spoken by that person.

Specialized customer premises equipment or SCPE: specialized customer premises equipment, such as artificial larynxes, signaling devices, amplified handset, hands-free telephones, text telephones, memory telephones, direct telephone dialing device, Braille text telephones, captioned telephone, and other devices which provide access to telephone networks for people with a hearing, speech, vision, mobility or cognitive disability.

Subscriber: a person who uses communication services.

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State 911 Department or Department: the State 911 Department within the Executive Office of Public Safety and Security of the Commonwealth of Massachusetts.

Telecommunications relay service or TRS: a telephone transmission service that provides an individual with a hearing or speech disability the ability to engage in communication by wire or radio with a hearing individual in a manner that is functionally equivalent to the ability of an individual who does not have a hearing or speech disability to communicate using voice communication services by wire or radio. TRS includes services that enable two-way communication between an individual who uses a text telephone or other non-voice terminal device and an individual who does not use such a device, speech-to-speech services, and non-English relay services.

Telephone company: a person, firm, corporation, association, joint stock association, or company, as defined in chapter 159 of the Massachusetts General Laws, furnishing or rendering local telephone exchange service.

Transliterate: to convey or re-voice spoken words.

True caller ID: caller identification information sent to the called party based on the telephone number of the user, as provided by the user's telephone company, and not the telephone number of the relay center.

Two-line captioned telephone: a captioned telephone device that uses two telephone lines that allows the user the ability to connect to the captioned telephone relay service providing captions on incoming calls where the caller did not dial the 800 number for the captioned telephone relay service.

Uninterruptible power supply or UPS: a system designed to provide power, without delay or transients, during a period when the normal power supply is incapable of performing acceptably.

VoIP or voice over internet protocol: a type of IP-enabled service that allows for the two-way real time transmission of voice communications and has access to the public switched network.

Voice carry over service, or VCO: a form of TRS other than CTRS with which a person with a hearing disability is able to speak directly to the other end users when a third party types the response back to the person with the hearing disability and the third party does not voice the conversation. Two-line VCO is a VCO service that allows TRS users to use one telephone line for voicing and the other for receiving TTY messages.

Words per minute: the speed with which the user receives text.



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## **SECTION 2- DESCRIPTION OR PURPOSE OF THIS PROCUREMENT**

The State 911 Department is responsible for coordinating and administering enhanced 911 service throughout Massachusetts to ensure a consistent statewide approach for enhanced 911 service. The State 911 Department provides and maintains a specialized customer premises equipment distribution service for qualified Massachusetts subscribers. The State 911 Department administers telecommunications relay service and captioned telephone relay service throughout the Commonwealth. The State 911 Department seeks to procure the services of one qualified contractor to provide both telecommunications relay service and captioned telephone relay service throughout the Commonwealth.

To ensure that the needs of the Massachusetts user community are met, the contractor shall provide services that shall ensure that the following objectives are met for telecommunications relay service:

- to allow Massachusetts deaf, hard of hearing, speech disabled and deaf-blind population access to telephone service on a basis comparable to that available to people without such disabilities, and vice versa, in a functionally equivalent manner;
- to establish TRS that is flexible for implementation of technological advances as they become available;
- to establish a Speech to Speech service for those individuals who need assistance in making their speech understandable;
- to establish deaf-blind relay services for an underserved population;
- to establish a reporting system that provides pertinent information needed to manage the service and for periodic assessment of the level of access and quality of service;
- to establish procedures for forecasting changes in service demand; and
- to establish procedures to maximize service delivery/cost ratios which permit the most cost-effective operation of the relay service, without negatively affecting quality of service.

The contractor shall also ensure that the following objective is met for captioned telephone relay service:

- to allow Massachusetts residents with various hearing loss access to a telephone service that allows them to listen to the other party's voice while reading written captions on a display window that is part of the captioned telephone; and
- to establish CTRS that is flexible for implementation of technological advances as they become available.

## **SECTION 3- ACQUISITION METHOD TO BE USED FOR THIS CONTRACT**

The acquisition method shall be Fee for Service.

## **SECTION 4- REQUEST FOR SINGLE OR MULTIPLE CONTRACTORS**

The State 911 Department plans to award a single contract to a single contractor.

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**SECTION 5- USE OF THIS PROCUREMENT BY SINGLE OR  
MULTIPLE DEPARTMENTS**

This shall be a Single Department Procurement. The contract shall be available for use by the State 911 Department only.

**SECTION 6- ANTICIPATED DURATION OF CONTRACT**

The Contract Effective Start Date is July 1, 2013. The Initial Contract Duration shall be three (3) years beginning July 1, 2013 through June 30, 2016. The contract shall allow for two (2) options to renew for a period of twelve (12) months each. Therefore, the total anticipated duration is three (3) years, plus two (2) options to renew for a period of twelve (12) months each. The Initial Contract and all options to renew shall end no later than June 30, 2018. Therefore, the total maximum contract duration, including all renewal options, is sixty (60) months, from July 1, 2013 through June 30, 2018.

**SECTION 7- ANTICIPATED EXPENDITURES AND COMPENSATION STRUCTURES**

This contract shall be a rate contract.

All conversation minute rates shall become fixed for the term of the contract.  
This contract shall not be funded with federal funds.

**SECTION 8- PERFORMANCE AND CONTRACT SPECIFICATIONS**

The State 911 Department is seeking a contractor to provide full-service, confidential, statewide telecommunications relay service, or TRS, and captioned telephone relay service, or CTRS.

The contractor shall provide all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of Massachusetts TRS and CTRS.

Captioned telephone or other equipment is not included in this RFR and shall not be purchased under the contract that is awarded as a result of this RFR.

The specifications set forth in this RFR shall form the basis for and be incorporated into the contract that shall be executed with the winning bidder, and, therefore, the failure of a bidder to state in its response its inability to meet the specifications set forth in this RFR shall be deemed to constitute the acknowledgment of the ability of the bidder to comply with the specifications set forth in this RFR.

The order of precedence shall be as follows: Commonwealth Terms and Conditions, Standard Contract Form, the RFR, and the bidder's response to the RFR.

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The contractor shall be responsible for seeking reimbursement for the processing of inter-state and international calls from the FCC-appointed fund. The State 911 Department shall not be responsible for any costs or charges associated with such calls.

The contractor shall, in the performance of all services provided by the contractor, comply with all federal, state, and local laws, regulations, rules, guidelines, standards, and orders in effect at the time of the issuance of this RFR or promulgated, issued, or amended from time to time throughout the term of the contract, including without limitation, the provisions of the Americans with Disabilities Act and the FCC mandatory minimum standards for captioned telephone relay service, all of which are incorporated herein by reference.

The Massachusetts conversation minutes for TRS for calendar year 2011 are approximately 630,000. The conversation minutes for CTRS for calendar year 2011 are approximately 389,000.

Estimated Provisions. The Commonwealth makes no guarantee that any commodities or services will be purchased from any contract resulting from this RFR. Any estimates or past procurement volumes referenced in this RFR are included only for the convenience of bidders, and are not to be relied upon as any indication of future purchase levels.

The contractor shall comply with all laws, regulations, policies, standards and guidelines affecting telecommunication services for deaf, hard of hearing, deaf-blind and speech-disabled individuals. It is the responsibility of the contractor to ensure adherence to this requirement and to remain abreast of and comply with all changes that may affect performance under this contract. These include, but are not limited to, standards and regulations relating to Title IV of the ADA - Telecommunications services for deaf, hard of hearing, deaf-blind and speech-disabled individuals codified at 47 U.S.C. § 225. All current standards and regulations and all future standards implemented by the FCC relating to TRS and CTRS, adopted by the FCC or regulations codified by FCC are hereby incorporated by reference, as minimum standards required in the context of this RFR, whether or not said standards are specifically mentioned, named, or referred to in this RFP.

The contractor shall establish and operate the TRS and CTRS in compliance with specifications outlined in this RFR. The establishment of this service shall include the provision of all necessary facilities, equipment, software, circuits, telephone service, staff, training, setup, testing, reporting, and other program elements as may be needed for implementation and operation of the Relay center.

If the FCC requires new standards, services, and/or quality of services, or the contractor plans to upgrade or refresh its system/technology at any level that may affect the outcome of services or price for services to the State and its end-user community, the contractor shall provide to the State 911 Department a plan to upgrade and show any pricing impact of upgrade or refresh. The contractor shall obtain the prior written approval of the State 911 Department before implementing the upgrade or refresh. For implementation of upgrades or refresh, the contractor shall ensure that the compatibility of the Commonwealth's systems, components, and applications are not diminished in functionality, quality of the information technology, quality of

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service, security, privacy, and reliability; and the upgrade or refresh is backwards compatible to all systems, components and software version levels as well as those already being utilized by the Commonwealth and end users that are the subject of this RFR.

### **8.1 SCOPE OF SERVICE: TELECOMMUNICATION RELAY SERVICE**

The contractor shall provide English to English and Spanish to Spanish telecommunications relay services.

#### **8.1.1 Location**

The contractor is encouraged to provide telecommunications relay service from a center located within the Commonwealth using residents of the commonwealth as employees of such center.

#### **8.1.2 Call Types**

The contractor shall provide the following types of TRS calls, and shall process the following call types in a manner that allows users of each call type to initiate or receive a call using their preferred call type mode. All dedicated lines for specific types shall be answered first in that call type while having the ability to switch to any other call type when needed by the inbound caller:

1. Text-to-Voice
2. Voice-to-Text
3. Voice Carryover (VCO)
4. 2-Line VCO
5. VCO-to-TTY
6. VCO-to-VCO
7. Hearing Carryover (HCO)
8. 2-Line HCO
9. HCO-to-TTY
10. HCO-to-HCO
11. VCO to HCO
12. Speech-to-Speech users shall be able to communicate with any and all relay users to include but not be limited to, VCO, HCO, TTY, 2-Line VCO, other STS users, or standard phone users.

#### **8.1.3 Facilities and Equipment**

The bidder shall provide a detailed system description showing that all of the necessary telecommunications equipment and software shall be furnished at time of start up and shall be capable of expansion as required herein. The transmission circuits shall meet or exceed FCC interexchange performance standards for circuit loss and noise. Telecommunications equipment, including station terminals, shall be capable of receiving and transmitting in Baudot, Turbo Code<sup>TM</sup>, Fast Type and ASCII codes, with Baudot as the primary setting. Methods of accessing and being accessed by computers of up to and including 300 Baud via ASCII codes, and at least up to 2400 Baud, shall be described.

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The contractor shall have modems that are auto-answer and auto-switchable at all speeds.

The relay system shall be capable of automatically identifying incoming text based calls as either Baudot or ASCII. If the bidder plans more than one line, the text based line shall recognize Baudot, ASCII and voice in that order until such time as another prevalent protocol may supplant Baudot. If the Bidder proposes a single line for voice and text service, the answering sequence shall be voice first and then Baudot then ASCII as detailed above.

### **8.1.4 Service Expansion**

The contractor shall accommodate projected and/or reasonable increases in call volume and shall describe in detail the time lag needed to meet any unexpected increases in call volume. The bidder shall describe its capability of expanding services (including physical plant and human resources) to meet increased call volumes. Describe in detail the plan to accommodate the "peaks and valleys" in service demand including methodology for predicting these surges and lags in call volume. Describe the plan to increase staffing, trunking capacity when necessary, as well as adding any equipment to remain in compliance with all of the standards of the RFR and contract.

### **8.1.5 MassRelay Access**

The contractor shall design MassRelay to provide users with network access in the categories listed below which are functionally equivalent to that available to persons without communications impairments. The minimum level of service shall include 711 dialing capability, toll free numbers for voice, TTY, 900 pay-per-call access and Massachusetts Customer Service. The existing state-owned, nationwide toll-free numbers listed below shall be used:

- 711
- 800-439 -2370 TTY/ASCII
- 800-439-0183 Voice
- 900-230-8989 Pay-Per-Call Access
- 800-720-3480 Customer Service TTY
- 800-720-3479 Customer Service Voice

Should other features be offered, the bidder shall recommend the most efficient means to provide dialing access including additional numbers. The existing dialing access number(s) for MassRelay shall be available for the next TRS contractor at the completion of the contract.

The contractor shall provide the State 911 Department Program Director and/or State 911 Department designee(s) on a 24/7/365(6) basis with unlimited, unimpeded, physical access to any and all parts of the Relay Center, including providing for all badging and security/access codes.

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### **8.1.6 Call Carriage**

The relay center shall be capable of processing Massachusetts intrastate, interstate, and international calls that originate in Massachusetts. Bidders may not include the cost of interstate or international calls in their bids. The price for handling such interstate and international calls shall be subject to funding for such service which shall come from interstate jurisdiction as mandated by the Federal Communications Commission. The service shall be designed such that all interLATA calls made through the relay center shall be billed from the LATA of origin to the LATA of termination using the facilities of the customer's selection of an interLATA carrier.

The contractor shall be required only to provide international calls that originate in Massachusetts, provided the equipment of the foreign country is compatible. The bidder shall indicate which international locations it recognizes as not compatible.

Bidders shall provide a network design diagram and accompanying explanation indicating how this specification shall be met for each call type: intraLATA, interLATA and international.

### **8.1.7 Automatic Number Identification**

The contractor shall utilize ANI on incoming calls to the TRS center. The contractor shall deliver ANI to the relay operator position with the initial call contact and shall utilize ANI to establish the AMA (Automatic Message Accounting) billing record.

### **8.1.8 True Caller ID and Enhanced Custom Calling Services**

The contractor shall provide access to True Caller ID in a functionally equivalent manner. With each outbound relay call processed by a relay operator, the inbound caller's telephone number shall automatically pass to the outbound relay called party for display on the called party's Caller ID display. The caller's number shall not be automatically passed on to the called party if the calling party has Caller ID blocking invoked by their local telephone company.

Bidders shall indicate the technology (SS7 or functionally equivalent) used to provide Caller ID. For these requirements to be fully functional the called party shall also have Caller ID services provided by their local telephone company or other functionally equivalent services, and shall have compatible equipment capable of displaying the Caller ID text messages. Describe how the following enhanced services shall function when a call is placed or received through the TRS:

1. Caller ID (including enhanced Caller ID services)
2. Anonymous Call Rejection
3. Call Block
4. Caller ID Block
5. Call Rejection
6. Last Call Return
7. Call Trace
8. Preferred Call Forwarding
9. Priority Call

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**8.1.9 Wireless and Personal Communication Phone Calls**

The contractor shall provide service compatible with cellular services; personal communications services (PCS), paging services, and mobile radio services. Describe in detail how these services shall be handled including determining the call type, call point of origin, and the amount of time necessary to determine call types and procedures for ensuring accurate billing.

**8.1.10 Access to Regional Toll Free Services and Special Prefixes**

The contractor shall provide access to regionally restricted toll free numbers, regionally directed toll free numbers, N11 or other abbreviated dialing toll free services.

Bidder shall explain how these calls shall be routed to the appropriated location.

**8.1.11 Access to 900 or Pay per Call Numbers**

The Bidder shall describe in detail how access to intrastate 976, 940, and other intrastate or interstate 900 number services shall be provided. The bidder shall also explain the methodology for billing the user directly for any charges incurred and clearly explain the methodology for accurately separating interstate and intrastate calls for billing purposes.

Long distance and toll calls may be made by charging the call to a calling card, making a collect call, or billing the call to a third party.

**8.1.12 Access to Coin Sent-Paid Calls**

The contractor shall allow MassRelay users to make a call from a coin-operated public pay phone. Local calls shall be provided at no cost to the pay phone user.

**8.1.13 Access to Directory Assistance**

The bidder shall detail how it shall provide text-based and Speech to Speech relay users access to local and long distance directory assistance through the TRS. Local directory assistance calls shall be billed to end users at the same rates, or less than that billed by the local telephone company serving the end user. Long distance directory assistance shall be billed at the tariff rate of the carrier requested by the caller for the long distance directory.

**8.1.14 Three-Way Calling Functionality**

The bidder shall describe the plan to provide three-way calling functionality as required by the FCC. Three-way calling is defined as a TRS feature that allows more than two parties to be on the telephone line at the same time with the Relay operator.

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### **8.1.15 Customer Preference Database**

The contractor shall establish and maintain a customer preference database of call setup and handling preferences for MassRelay users. Permanent call type identification and any other information in the customer record shall be automatically synchronized in the successful contractor's system ensuring that the customer shall not be required to contact the contractor more than once to give the same information. The contractor shall provide for the transfer of TRS customer profile data from the outgoing TRS vendor to the incoming TRS vendor.

Such data shall be disclosed in usable form at least sixty (60) days prior to the contractor's last day of service provision. Such data may not be used for any purpose other than to connect the TRS user with the called parties desired by that TRS user. Such information shall not be sold, distributed, shared, or revealed in any other way by the relay center or its employees, unless compelled to do so by lawful order.

MassRelay users shall not be required to provide any data beyond their first name, last name, phone number and one other field (other than user password if required) in order for their customer preference registration to be considered valid.

Data entry (addition, change or delete) of this information shall occur within twenty-four (24) hours of receipt of said information from the customer.

#### **A. Required Fields**

At a minimum, the contractor's customer preference database shall consist of the following multiple fields. The State 911 Department may, from time to time, require the contractor to provide additional mandatory fields as deemed necessary by the State 911 Department.

- User's primary telephone number including area code.
- User's first and last names.
- User's street address, city, state, and zip code.
- Preferred mode of communication (TTY, TTY with Braille, Voice, VCO, HCO, STS, ASCII and baud rate).
- Preferred Language (English, Spanish, and ASL).
- Preferred long-distance carrier for intraLATA toll service.
- Preferred long-distance carrier for interLATA toll service.
- Preferred billing method.
- Preference for a female or male relay operator.
- Preferred Call handling options. (List options available)



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- Preference for no abbreviations, standard abbreviations or, text messaging abbreviations.
- Out-dial restrictions (long distance, international, and/or directory assistance, pay-per-call and/or 800 calls). The caller shall be able to override their assigned blocking on a per-inbound call basis by providing the relay operator with a password that matches the password provided in their customer preference registration.
- Frequently dialed numbers (include telephone number, name and modality (TTY, VCO)).
- Emergency numbers.
- Greeting (allows the relay user to customize how the relay operator announces the relay call to the called party).
- Customer notes.
- Password or access code.

### **B. Request Modalities**

The contractor shall accept MassRelay customer preference information via hand delivery, mail, fax, email and other electronic transmission, and in all modes of relay (voice, TTY, STS, etc.).

### **C. Confirmation of Customer Preference Data**

When customer preference information is received by customer service, the contractor shall ask if the caller would like to receive a confirmation copy of their customer preference record by mail, fax or email, and in what format (word, text, pdf). When the user wants to receive the confirmation copy, the contractor shall confirm with the customer the customer's mailing address, fax number or email address as appropriate. Note that address, fax number or email address information may not be included in the customer's customer preference record, and any portion not included in the customer's record shall not be retained by the contractor after the confirmation copy is sent. The contractor shall send the confirmation copy within twenty-four (24) hours of the request. Users shall also be able to request a copy of their customer preference record via mail at any time.

### **D. Customer Preference Data Confidentiality and Security**

The contents of MassRelay's customer preference database are of the highest sensitivity and confidentiality. Bidders shall describe what security measures they shall take to ensure the confidentiality of customer preference data, including any security verification measures to ensure that a user's customer preference information may only be acted upon (establish/changed/deleted) by that user or a person authorized in writing to make changes on the user's behalf.

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### **8.1.16 Branding**

The contractor may not develop “branding” or “probability profiles” or other customer preference records based solely on experience with MassRelay users. Likewise, the contractor may not use call set-up or handling instructions given by the relay user at the start, during, or after a relayed call to develop a customer preference record unless specifically requested by the caller.

### **8.1.17 Answering Protocol**

The following calls: 711 and 800-439-0183 shall first be answered by voice. If there is no response from the caller, then the call shall next be answered in TTY mode. If there is no TTY response, then the call shall next be answered in ASCII. If there is no ASCII response, then the call shall again be answered by voice, continuing to TTY and ASCII before disconnecting for no caller response. The State 911 Department reserves the right to change the order of answering or to add other MassRelay services into the order.

If a MassRelay user has included a preferred mode of communication on a Customer Preference Profile and the user calls into the MassRelay via the 711 access numbers, the call shall be answered in the user’s preferred relay modality.

### **8.1.18 Carrier of Choice**

Bidders shall describe the method for providing users of the TRS to select their inter-exchange carrier automatically. The bidder shall provide an entry in the Customer Preference database for this purpose and shall list the choices of long distance carriers that shall be offered.

MassRelay users shall be able to request their carrier of choice via information contained in the customer preference record and via a direct request to the relay operator. Direct requests to a relay operator shall override the carrier of choice information contained in the caller’s preference record only for that single request.

If the caller’s carrier of choice is not available via the MassRelay or if the caller is unable to provide a choice of carrier, the call may be placed by the contractor, after asking if the contractor’s long distance service is acceptable to the caller. Long distance and toll calls placed and billed by the contractor through the relay service shall be billed to the caller at the contractor’s lowest subscriber rate. Casual user charges or other additional charges shall not apply.

The bidder shall include the name of the default carrier to be used, current rate information and billing agreements with the carrier.

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**8.1.19 User Billing**

**A. Charges for Service**

Calls placed through the relay center shall be billed at the same rate that would apply if the calls had been placed without the use of the relay operator. This rate shall include any applicable discounts offered to MassRelay users by the user's long distance carrier or by the local exchange company for a toll call and an individual's local calling plan.

The bidder shall describe the billing procedures that shall be employed for intraLATA, intrastate/interLATA calls, interstate/InterLATA calls, and international calls where appropriate, including rates to be charged to the user. The Bidder shall also supply billing or make the appropriate arrangements for interLATA long distance services to user's choice of interexchange carriers and at that carrier's rates and using that carrier's calling card or other major credit card. The Bidder shall include a complete description of how the service shall be provided, and specify any billing limitations that may apply.

The bidder shall describe how intrastate calls shall be routed. If a call is routed through a switch outside the originating LATA, explain how the call can be accepted by the local exchange carrier as a call originating and terminating within the LATA.

**B. Cellular Flat Rate Calling Plans**

The contractor shall ensure that users with flat rate cellular pricing plans accessing MassRelay, when they are identified by the identification digits 60, 61, 62, or by users stating that they are on a cell phone and the call should be a local call, do not incur any additional charges.

**C. Wireless Flat Rate Plans**

The contractor shall ensure that flat rate plans purchased by wireless users enable them to access MassRelay without incurring any additional charge. This shall include, but not be limited to, access via text pagers, Personal Data Assistant or other wireless devices cable of initiating and receiving text messages.

**D. Call Billing Record**

Bidders shall specify a system for identifying and documenting long distance and toll calls for billing purposes. The system's record shall contain, at a minimum, the following information:

- Date;
- Originating telephone number (NPA-prefix-line number);
- Terminating telephone number (NPA-prefix-line number);
- BTN: telephone number or credit card number to be billed (NPA-prefix-line number)
- Start time (the time the calling party is initially connected to the called party or to an answering machine at the called party's number or to a recorded message or intercept

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for the called number);

- End time (the time when either the called party or the calling party hangs up or the TRS user asks the relay operator to hang up, in the event that another call is to be placed)
- Call duration to the full second (the time in between start time and end time); and
- Indication digit by the contractor that the call was processed through the MassRelay for reporting/rating purposes.

The system shall be automated as completely as possible, except in case of emergency calls, system failures, or other circumstances in which handwritten tickets are commonly utilized by voice telecommunication relay operators in automated offices under standard practices. Bidders shall also fully describe the billing system and billing process that shall be used, including identification of any subcontractors, specific duties of the subcontractors, how the billing record detail shall be transmitted to the billing agent (if any), and how charges shall appear on the end user's bill.

The bidder shall provide sample materials/documentation indicated in the description above as part of its response.

### **E. Coin Sent Paid Calls**

In accordance with FCC regulations, carriers shall provide free TRS local (non-toll) calls from coin operated payphones. With regard to toll calls, the FCC requires carriers to allow the use of calling cards, and collect or third party billing for TRS calls from payphones.

### **8.1.20 Service Reliability**

#### **A. Uninterruptible Power System**

An uninterruptible power system (UPS) shall be able to provide and maintain emergency power in the event of a power outage for a minimum of eight (8) hours. In addition, the Relay Center shall have installed power generating equipment capable of operating the center for extended periods of time. The bidder shall describe in detail how the proposed Back-up Power System shall support the switching system and its peripherals, switch room environmental (air conditioning, fire suppression system, emergency lights and system alarms), relay operator consoles/terminals, relay operator work site emergency lights, and Call Detail Record recording.

#### **B. Switching System**

The switching system shall include a redundant CPU on "hot stand-by" to ensure that no calls are dropped because of processor failure, a full maintenance and administrative terminal with keyboards, screen and printer capabilities, on-line system monitoring, real-time programming capabilities that shall not take the system off line, the ability to perform preventive maintenance without taking the system off line, and an inventory of spare critical components (to be defined by the Bidder) that are maintained on site to ensure that the required levels of service are met.

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**C. Intercept Messages**

Recorded announcements as appropriate shall be provided if a system failure occurs within the relay switch or on outbound circuits. Messages shall be provided in both voice and text. Intercept messages on inbound circuits may or may not be under the control of the contractor.

**D. Alternate Facilities**

In the case of a failure of any portion of MassRelay, the bidder may propose to provide alternate circuits, equipment, staff, etc., in order to continue to provide relay service for Massachusetts until suitable repairs or replacements can be made. The bidder shall describe the parameters under which MassRelay calls may be temporarily rerouted, whether such rerouting shall be a manual or automatic operation, how long it shall take, whether any calls may be dropped during rerouting, and what messages (if any) shall be transmitted to users if alternate facilities are used. Full traffic reporting shall be maintained during any use of alternate facilities.

**8.1.21 Traffic Standards**

The goal of MassRelay is to provide users access to the telecommunications network that is functionally equivalent to that of persons without communications impairments.

To achieve that end, the relay system shall be monitored and managed carefully so it is always staffed and equipped to meet the following traffic standards. The contractor shall also commit to comply with the requirements in 47 C.F.R. § 64.604, any emerging FCC requirements for TRS traffic and operations, and any Commonwealth requirements.

**A. Usage**

No restrictions shall be placed on the length or number of calls placed by callers through MassRelay during both peak and non-peak periods during each 24-hour period of operation. There shall be no limit at any time on consecutive calls or consecutive call attempts.

**B. Blockage Rate**

The average daily network blockage rate for all calls into the relay center shall be no greater than one (1) in one hundred (100) calls so that the probability of a busy response due to network congestion is functionally equivalent to what a voice caller would experience using the voice telephone network. If a call rings or is in queue/hold in excess of 90 seconds, it shall be considered a blocked call. Calls may not be blocked at the Automated Call Distributor. Daily blockage reports shall be used to determine contract compliance. This grade of service shall apply to both the equipment and network availability as well as retaining an adequate number of relay operators on duty to handle surges in demand.

The bidder shall describe in detail the plan to meet this specification including network plans and diagrams of routing systems and relay operator staffing plans depicting this grade of service.

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**C. Average Speed of Answer**

The contractor shall answer eighty-five (85%) percent of all calls within 9.9 seconds or less on a daily basis. Measurement of average speed of answer shall begin when the contractor's switching system (Automatic Call Distribution or other system) accepts the call from the local exchange carrier and the call is delivered by the public switched network to the MassRelay Center.

The TRS center shall accept all calls immediately when offered by the local exchange carrier (without delay) or shall return a busy signal. Measurement of speed of answer shall continue until the accepted call is either abandoned or answered by a live relay operator ready to relay the call; not placed in queue, placed on hold, or given ring back or other treatment, or answered by a live relay operator or other party that is not prepared to relay the call (such as if 711 calls would be first answered by a live relay operator solely to determine the call type before transferring the call to a operator who shall then relay the call). Abandoned calls shall be included in the speed of answer calculation.

**D. Calls Allowed in ASA Calculation**

If for any reason, calls are transferred to another TRS center, only the call placed for MassRelay may be used in the average speed of answer calculation, not the daily average speed of answer or weighted speed of answer for the remote location handling the transferred calls.

Blocked and abandoned calls processed at remote locations are subject to the same requirements as in-state center calls. Abandoned calls shall be included in the average speed of answer calculation.

**E. No Recorded Message or Answer Queue on Inbound Calls**

No call shall be answered by a recorded message for voice or TTY, except as otherwise expressly provided herein. No call shall be put on hold (except to be transferred to a supervisor) or in queue. Only continuous ringing or a busy signal shall be used.

**8.1.22 Transfer Capability**

The bidder shall describe in detail how the relay center shall be equipped to allow for the transfer of calls when necessary to meet user needs. By transfer, it is meant that originating calls, either voice or text, may be switched to a supervisor, another relay operator of a different gender, non-English speaking relay operator, etc., or another relay center.. This requires switching the originating call from one console position to another within the Relay Center and/or the capability of switching the originating call to a similar facility located elsewhere without any interruption of service or change in user experience.

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### **8.1.23 Call Release Capability**

The contractor shall also provide for “call release” allowing a call intended for a text based telephone device but encountering a voice — or vice-versa — to be “released” from the TRS and allow the relay operator to enable the call — voice-to-voice or text-to-text — to occur without acting as intermediary freeing up the relay operator to be available for other incoming calls to the center.

The bidder shall provide with the response the materials/documentation indicated in the descriptions above.

### **8.1.24 Automatic Spell Check and Auto-Correction**

The contractor’s system shall have automatic spell check feature. The bidder shall provide a complete description of this feature.

### **8.1.25 Automatic Change of Abbreviations**

The contractor’s system shall have the ability to change abbreviations to full words upon request. Example: Late deafened VCO user is not comfortable with TTY abbreviations and prefers full words.

### **8.1.26 Providing Qualified Staff**

Preference in employment at the MassRelay Center shall be given to persons with disabilities including individuals who are, hard of hearing, late-deafened deaf-blind and/or have a disability affecting speech or clarity of speech.

Each proposal shall include a detailed plan to ensure the active recruitment and hiring of skilled personnel. Although it is not required for initial hiring, it is strongly recommended that persons be recruited and hired who have a working knowledge of American Sign Language, relay service experience, and experience working within the , hard of hearing, and/or deaf-blind communities. It is further recommended that applicants have experience working with individuals who have disabilities affecting speech or clarity of speech. If a newly hired employee does not possess this experience, the employee shall receive training in these areas before being considered a fully functional employee. The bidder shall state an American Sign Language learning timeline for relay employees and identify the level of American Sign Language required for employees to maintain employment.

The bidder shall include an explanation of how it shall provide speech to speech service and any specific requirements and training for STS relay operators in the plan.

Each proposal shall include: (a) a hiring practices plan documenting outreach to the deaf and disabled community and copies of job descriptions for each planned position; and (b) documentation of past hiring practices for relay service personnel.

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### **8.1.27 Identification of Relay Operators**

The relay operator identification method to be used for all MassRelay calls is “MASS RELAY OPR” or “MassRelay operator” followed by the relay operator number immediately followed by the letter “F” or “M” to indicate the relay operator’s gender. Relay operators shall provide their identification number at the beginning and conclusion of a relay call.

Relay operators with ninety (90) days or less of employment as an relay operator at the relay center or who are in a designated “trainees” or are in a training program shall be required to append the operator identification number and letter indicating gender with the letter “T” signifying “Trainee” (e.g. “MASS RELAY OPR 1234MT”) to text users and announce trainee status with the word “trainee” to the voice users (e.g. “Massachusetts Relay Operator Trainee 1234”).

### **8.1.28 Relay Operator Gender Choice**

The text based telephone device user and the STS user may request either a male or female relay operator to voice for them. The contractor shall have an adequate number of both male and female staff available to honor the request for either a male or female relay operator. Relay operator changes during relay call processing shall remain gender consistent with the previous operator.

### **8.1.29 Relay Operator Qualifications**

Bidders shall specify how they plan to demonstrate that relay operators meet all necessary proficiency requirements. Relay operators shall be able to quickly and accurately type text relay messages and speak in a clear, concise, and understandable manner to the voice users. This shall include, but not be limited to, the following capabilities:

#### **A. Typing Speed**

A minimum typing speed of sixty (60) words per minute shall be required. An audible typing test shall be administered upon entry, upon completion of initial training, and after ninety (90) days to measure typing capabilities. The formula to calibrate words per minute shall be five (5) keystrokes (four alphanumeric characters plus one space) per “word” requiring three hundred (300) keystrokes per minute to achieve sixty (60) words per minute.

#### **B. English Skills. English Grammar**

Basic skills in English grammar, as demonstrated by a continued grammar test measuring both auditory and visual typing, shall be required. The maximum grammatical error rate allowed shall be five percent (5%).



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**C. Understanding Limited English**

An ability to understand individuals using non-native English (or ESL) and to transliterate/translate it to grammatically correct spoken English is required. The bidder shall demonstrate how it plans to train operators to transliterate/translate such calls and how it shall determine the need to transliterate/translate. Furthermore, the bidder shall indicate at what level it would consider operators to be fully trained in this capacity.

**D. Spelling Skills**

Minimum spelling skills equivalent to quick and easy spelling words comparable to a college-level conversation shall be required. The bidder shall describe how spelling skills shall be measured upon entry and on an ongoing basis.

**E. Clear and Articulate**

Each operator shall be able to speak in a clear, articulate, and accent-neutral manner using names, words and pronunciations which can easily be understood by MassRelay users. In addition, it is required that operators be able to effectively communicate with a voice party who is hard of hearing. The bidder shall demonstrate how it plans to train operators to meet this requirement.

**F. Spanish Relay**

Each operator processing Spanish relay calls shall demonstrate, at a minimum, skills in Spanish grammar and spelling at a level equivalent to college level Spanish.

**G. Relay Operator Proficiency Exam**

The contractor shall require that all prospective relay operators take a quantifiable, performance-based relay operator proficiency exam at time of hiring and pass the quantifiable, performance-based relay operator proficiency examination at the completion of the ninety (90) day training period as well as take a similar exam annually. This examination shall cover spelling, typing, dictation, equivalent ESL skills, as applicable, transliteration of typewritten ASL, and procedures, including the handling of emergency calls, familiarity with deaf culture, ethics and confidentiality, and professional judgment. This test shall have as its minimum requirements the proficiency skills for relay operators mandated by this RFR. The contractor shall make sure that material from these tests shall not be available to the relay operators before testing time and shall change portions of the tests from time to time. The bidder shall include a copy of the expected proficiency examination in the proposal. Any operator who cannot pass this examination within a three (3) month training period shall not be utilized as a relay operator for the Commonwealth. Operators shall be re-tested at least once a year and shall not be utilized as a relay operator for the Commonwealth unless and until they pass the examination.

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### **8.1.30 Relay Operator Training Requirements**

Each proposal shall include a comprehensive outline of proposed training for each of the topics below, including standard training used to orient new operators, that includes call handling procedures and all scripted relay explanations. One outline shall be provided for TRS call handling and one for STS call handling.

#### **A. Relay Procedure Training**

Relay operators shall be trained in the procedural details of handling all forms of relay that they may be involved in relaying, including TTY, Voice, ASCII, VCO, HCO, STS, emergency calls, Directory Assistance services, ESL, and Operator Assistance services.

#### **B. Initial Disability Awareness Training**

All staff providing service to MassRelay, including management, shall receive training about ASL, deaf culture, acquired deafness, disabilities affecting speech, ESL, and ethics. A plan indicating training topics and time-frames as well as identifying individuals or organizations representing the people who are deaf, hard of hearing, who have disabilities affecting speech or clarity of speech, and people who are deaf and or blind and their respective communities that shall be used to assist with the training shall be included with each proposal.

#### **C. Ongoing Training**

The bidder shall demonstrate how it shall provide ongoing training, including with its proposal an outline of a proposed ongoing training plan. All staff providing service to MassRelay, including management, shall receive ongoing training in disability awareness, including functional and cultural issues within the deaf, hard- of hearing, late deafened, and speech disabled communities. Ongoing training shall also include, but not be limited to, ethics, confidentiality, ASL, software changes, revised call handling procedures and operation of relay telecommunications equipment. Training shall include both simulated and live on-line call handling.

#### **D. Massachusetts Place Names**

All relay operators shall be trained so as to become familiar with common Massachusetts place names, including their spelling, pronunciation and common abbreviations.

#### **E. Complaint Training**

All relay operators shall be trained in the proper procedures for receiving caller complaints.

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**F. Operator Policies and Procedures Manual**

Bidders shall provide a comprehensive outline of its Operator Policies and Procedures that shall include, but not be limited to, confidentiality and ethics, handling of emergency and crisis calls, consequences of non-compliance to policies, and functions and roles of a relay operator.

Upon contract award, the contractor shall provide the State 911 Department with a complete Operator Policies and Procedures Manual. Updates to the manual shall be provided to the State 911 Department as they occur.

**8.1.31 Procedures for Relaying**

Operator procedures shall comply with 47 C.F.R. § 64.604. Unless requested otherwise by a user, the operator shall relay all calls according to the following procedures. Bidders shall indicate how they shall ensure operator adherence to the following procedures:

**A. Limited Typed English**

Those users who are ESL shall have their calls transliterated into clear, spoken English so that the voice user can understand the call and communication occurs, unless the TTY user requests verbatim.

The contractor shall provide an entry in the customer profile database addressing this issue and the default shall be to transliterate/translate as needed. The other option shall be verbatim (or word-for-word).

**B. Tone of Voice**

When speaking for the text based telephone device user, the relay operator shall adopt a conversational tone of voice appropriate to:

- the type of call being made;
- the context, content and intent of the call; and
- the text based telephone device user's use of punctuation, figures of speech, etc.

**C. Call Status**

Relay operators shall also keep the user informed on the status of the call, such as dialing, ringing, busy, disconnected, hung up, or on hold. The relay operator shall maintain contact with the caller during a hold period for the purpose of receiving instructions from the caller, such as hang up and dial again, or hang up and call another number.

**D. Outbound Called Number**

The relay operator shall be required to inform the caller of the outbound number being dialed

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unless the outbound called number is entered directly by the calling party.

### **E. Providing Call Handling Options**

The user shall have the option of telling the relay operator what aspects of the call that he/she shall handle. For example, the user may request that he/she introduce or explain relay services to the called party, rather than have the relay operator explain.

### **F. Operator Interaction**

The bidder shall describe potential capabilities for the relay operator to interact with the text based telephone device user and/or the voice user when requested by either party. For example, in an effort to address situations where multiple transfers may be necessary before encountering the intended party, the relay operator may — when requested — place a call and instead of announcing and explaining relay, may simply request the information sought should it be of a simple nature. It is understood that the relay operator shall not “explain relay”. Examples such as the caller saying to the relay operator at the beginning of a call: “Please call Macy’s, 555-1212, and just find out what time they close and hang up. GA” or “Please ask for Mr. Smith’s TTY extension number so I can call him direct then hang up GA”. The relay user shall remain on the line at all times.

### **G. Verbatim Relay**

The relay operator shall type to the text based telephone device user or verbalize to the voice user exactly what is said when the call is first answered and at all times during the conversation unless either party specifically requests otherwise.

### **H. Explaining Relay**

The contractor shall have standard explanations of the various types of relay calls. All relay operators shall use these standard explanations.

When the relay operator needs to explain relay to a hearing user, the operator shall also type “(EXPLAINING RELAY)” for the benefit of the TTY user. Conversely, when the relay operator needs to explain relay to a TTY user, the relay operator shall inform the hearing user that the relay operator is explaining relay.

Upon request by the user, the relay operator shall not announce a call as a relay call, permitting the caller to provide explanation, if any.

### **I. Communicating Tone to TTY**

Relay operators shall, to the best of their abilities, let the text telephone device user know the voice user’s tone of voice if it has any bearing on the content, context, or intent of the conversation by describing the tone used in a text based format. The intent of this requirement is to convey tone of voice that is out of the ordinary or has a substantial impact on the content,

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context, or intent of the call and is not apparent through the textual content. Nevertheless, a user shall have the option of requesting all conversational tone or no conversational tone.

Phrases or words such as “sounds like” or “sounds” shall not be used unless requested. The relay operator shall not provide opinion but shall provide observation of the situation. Examples of conversational tone include but are not limited to: (ABRUPT), (YELLING), (TALKING FAST), (MUMBLING), (CRYING). Such descriptions of the observation of tone of voice may be used when it is not already apparent from the textual content, context or intent of the call. Consumer input has also indicated that — regardless of the user profile — should conversational tone of voice seem out of the ordinary or change suddenly or markedly, this should be conveyed in the manner and style indicated by the examples above.

The bidder shall provide an entry that can contain at least three (3) choices in the consumer profile database addressing this issue and the default shall be to only convey tone of voice when it has a significant impact on the conversation. Options shall also include: provide no tone of voice; and, provide all tone of voice.

### **J. Content, Context and Intent**

All relay operators shall convey the full content, context and intent of the communication they relay.

### **K. No Delay**

Relay operators shall not cause a relay conversation to be delayed. They shall not necessarily wait for a relay message to be completed before beginning to relay the message.

### **L. Third Person on Line**

Relay operators shall indicate to either party if another person comes on the other end of the line at any time during a relay call. Examples of such instances include but are not limited to: transfers to different departments, a supervisor/manager at a place of business handling the call, or someone picking up an extension.

### **M. Change of Relay Operator**

Change of relay operators during a call is strongly discouraged. Unless requested by a user before or during a conversation or unless the relay operator becomes physically incapacitated, the relay operator shall remain on the call for a minimum of ten (10) minutes for TTY-based TRS calls and fifteen (15) minutes for an STS call. If the change is necessary, both parties shall be informed, and the new relay operator shall inform both parties of the relay operator’s identification number. Changing of relay operators shall not cause the new relay operator to lose the caller’s call handling preferences, either from the caller’s customer preference record nor as requested by the caller during call setup, including instructions given once for sequential outbound calls. If the caller has requested a specific gender, then the replacement relay operator shall also be of that gender. The caller shall always have the right to request a change in relay

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operator and the contractor shall accommodate the request. Relay operator changes during relay call processing shall remain gender consistent with the previous operator.

### **N. Redials**

When a line is busy, the relay operator shall redial at least three (3) times, with a fifteen (15) second delay between abandoning a caller's attempt after encountering a busy signal and redialing if requested by the caller. In the event of continual busy signals, the relay operator shall continue to redial (using 15-second intervals) for as many attempts as requested by the caller. The caller shall remain on line.

### **O. All Comments Typed**

All comments directed to the voice user by the relay operator shall be relayed to the text based telephone device user. These comments shall be typed in parentheses, for example: (Reminding person to speak directly to you.). All comments directed to the relay operator by the voice user shall also be relayed, for example: *Could you spell the name please?*

### **P. Relay in Third Person**

If either party communicates in the third person, the relay operator shall relay in the third person.

### **Q. Corrections**

To correct a typing error, relay operators shall not backspace, but continue in a forward direction by typing "xx" or "xxx" (common TTY convention for error) and then typing the word correctly).

### **R. Verification of Spelling**

When necessary, relay operators shall verify spelling of proper nouns, numbers, and addresses that are spoken. If the relay operator requests spelling of a word, the relay operator shall type the word with spaces between each letter to indicate to the text telephone user that the spelling was requested. For example: K U M A R.

### **S. Amplification of Relay Operator's Voice**

Each relay operator shall be able to increase the outgoing volume of their speech via TRS platform controls (not just speaking louder) to help compensate for voice, HCO and STS users with some hearing loss, and shall do so to facilitate the hearing party's understanding of the relay operator, or at the request of the hearing party. If a volume setting is higher than normal, the relay operator shall reduce the volume at the request of the user. Volume shall be returned to normal settings after each call.

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### **T. Staying on the Line**

The relay operator shall stay on the line until both parties have terminated the call. If necessary to process a formal complaint or compliment, the call shall be transferred to an on-site supervisor or manager.

The relay operator shall stay on the line until both parties have terminated the call. If the called party wishes to speak to a supervisor, the relay operator shall hold onto the call while contacting a supervisor and resolving a customer concern even if the inbound party has disconnected.

### **U. Relay Operator Intrusion**

Relay operators, supervisors or managers shall not counsel, advise, or interject personal opinions, messages, observations, personal questions or additional information into any relay call. This also means the relay operator shall not make any value judgments on the profanity or obscenity or legality of any messages. Additionally, relay operators shall not hold personal conversations with anyone calling MassRelay.

### **V. Voice Mail and Interactive Menus**

Relay operators shall inform callers to the presence of a recorded message and interactive menu through a hot key on the relay operator's terminal. The hot key shall send text from the relay operator to the TTY caller indicating that a recording or interactive menu has been encountered. The relay operator shall electronically capture recorded messages and retain them for the length of the call, and may not impose any charges for additional calls that shall be made by the relay user in order to complete calls involving recorded or interactive messages.

### **W. Leaving Messages**

Relay operators shall leave messages on answering machines or other voice processing systems, including pagers and any voice driven menu systems, if the user activates one while actually making the call. The caller shall remain on line. The procedures shall include the following steps:

- The relay operator shall inform the caller when an answering machine has been reached;
- The relay operator shall relay any outgoing message on answering machines accessed to the caller (both voice and text) unless requested not to do so;
- The relay operator shall ask the caller if she/he wishes to leave a message;
- The relay operator shall inform the caller if the answering machine times out ;
- The relay operator shall leave the caller's message, either by voice or by text;
- The relay operator shall confirm to the caller that the message has been left; and
- The caller shall be charged only for one call, regardless of the number of redials required to leave the message.

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### **X. Retrieving Messages**

Relay operators shall retrieve voice and TTY messages from voice processing systems and answering machines and relay the messages to the caller in the caller's calling format (voice, TTY, ASCII, etc.) Unless instructed otherwise by the caller, the relay operator shall capture and record each message in its entirety and relay it to the caller. If more than one call to the answering machine or voice processing system is required to retrieve the entire message, the caller shall only be charged for one call (the first call).

### **Y. Disconnecting an Inbound Caller**

If a caller puts the relay operator on hold or is otherwise inactive prior to placing the outbound call, the operator shall wait for at least three (3) minutes before disconnecting the caller. For example, this may be needed to allow a deaf-blind caller time to look up a telephone number or other information for the call.

The relay operator shall not disconnect the caller during periods of inactivity during a relay call (for example the called party may have put the caller on hold) without the caller's permission. In all instances of relay operator initiated caller disconnect, the relay operator shall inform the caller (or leave a message) that they are disconnecting the call (hanging up) prior to doing so, and shall pause for a possible response before proceeding.

### **Z. Split Screen for ASCII**

If an ASCII caller requests split screen service, the relay operator shall cause both the ASCII caller's text and the relay operator's typed text to appear on the relay operator's screen at the same time, enabling the ASCII caller to interrupt the relay operator by typing text, which the relay operator shall be able to view while the relay operator is relaying to the other party. If the ASCII caller does not request split screen service, it shall be the contractor's option whether or not to invoke split screen functionality.

### **AA. Call Interrupt**

When a relayed conversation is interrupted by one party, and that interruption is received by the relay operator, the relay operator shall respond by relaying the conversation provided by the interrupting party, provided that relay modalities of the parties are compatible with interrupted conversation (e.g., a TTY user with Turbo Code, by a voice user, etc.).

## **8.1.32 Speech to Speech Requirements**

### **A. STS Called Numbers**

The contractor shall offer STS users the option to maintain, via registration of customer preference information, a list of names and telephone numbers that the STS user calls. When the STS user requests one of these names, the relay operator shall repeat the name and state the



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telephone number to the STS user. This information shall be transferred to any new STS contractor.

### **B. Hearing Acuity**

Each STS operator's hearing shall be tested to assure that they are competent to understand people with a variety of speech disabilities. Each STS operator shall score 92% or higher in each ear using a 50 word, W-22 or NU6 speech recognition test. Each STS operator shall measure hearing acuity of 20dB or less in each ear using a pure tone sensitivity test at 250 Hz, 500 Hz, 1000 Hz, 2000 Hz and 4000 Hz. An audiologist using calibrated equipment shall administer the speech recognition test and pure tone test. The audiologist shall be a State licensed professional audiologist or certified by the American Speech-Language-Hearing Association with a Certificate of Clinical Competence in Audiology (CCC-A.)

### **C. Understanding of Speech Patterns**

STS operators shall be screened to assure their ability to understand the irregular speech patterns of people with speech disabilities. The contractor shall establish acceptable STS operator speech comprehension levels and ensure that all STS operators meet that criterion.

### **D. Removal of STS Operators**

The floor supervisor shall identify STS operators and remove them from STS duties if the operator's hearing or concentration has become impaired because of a cold or other (temporary or permanent) medical condition or the operator is no longer extremely patient with customers' speech and respectful of them.

### **E. English Fluency**

STS operators assigned to relay in English shall be fluent in U.S. English, and able to speak English without a distorted non-U.S. English accent. STS English operators shall be tested for hearing acuity, speech comprehension, and English language skills including vocabulary, grammar and syntax.

### **F. Spanish Fluency**

STS operators assigned to relay in Spanish shall be fluent in Spanish, and able to speak Spanish without a distorted non-Spanish accent. STS Spanish operators shall be tested for hearing acuity, speech comprehension, and Spanish language skills including vocabulary, grammar and syntax.

### **G. STS Training**

Adequate training on STS service shall be provided to all personnel who shall be interacting with speech disabled users and/or operators who complete STS calls, including counseling personnel, customer service representatives, and user assistance and complaint resolution personnel.

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Training shall also be provided on identifying and dealing with suspected fraudulent use of STS services.

In addition, bidders shall describe: 1) how STS training in this area shall be provided to staff before handling live MassRelay STS calls, and 2) how often during employment they shall be retrained.

### **H. Transfer of STS Calls**

Calls may only be transferred to supervisors who thoroughly understand and respect the STS protocols, requirements, and philosophy.

### **I. Specialized STS Staff**

The contractor shall fully train an adequate staff of operators for STS service. This staff shall be large enough to handle the traffic, but small enough so that operators become accustomed to most of the users' speech patterns.

### **J. Specialized STS Training**

Training of STS operators shall include at least eight (8) hours of training specific to STS service, two (2) hours of which is training specific to voicing for voice synthesizer users.

Training shall include experiencing a variety of speech disabilities, possibly partly through video.

As part of the training, every STS operator shall have a minimum of eight (8) hours of a combination of training by a live speech disability professional and consumer expert. STS operator training shall include introduction to a variety of technologies used by consumers to communicate, including voice synthesizers. Training shall include introduction to many speech disabilities. Up to one-quarter of STS training may be provided by videotape.

In addition, bidders shall describe: 1) how STS training in this area shall be provided to staff before handling live STS calls, and 2) how often during employment they shall be retrained.

### **K. Procedures for Relaying STS Calls**

The following requirements for relaying Speech-to-Speech calls are in addition to the requirements set forth above. In responding to the following procedural requirements, bidders shall also describe how their operators' use of the following procedures shall be ensured on an ongoing basis after the operator begins relaying STS calls.

### **L. Never Guess**

STS operators shall never guess what the speech disabled caller says, but shall request clarification.

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**M. Verification of Busy Number**

If a line is busy, then the STS operator shall immediately repeat aloud the number dialed to verify that the STS operator understood the number correctly.

**N. Dictate Message**

Users may dictate a message to be left on an answering machine in the STS operator's voice.

**O. Additional Calls**

After each call, the STS operator shall offer to make another call.

**P. Request Clarification**

While STS operators may not counsel, advise, or interject personal opinions into a conversation, they may ask questions to clarify what was said particularly if the meaning or context is unclear. "Apple" differs from "ample", "articulate" differs from "article," "pants" differs from "Lance."

**Q. Interaction with Users**

STS operators may interact with users having a problem using the service and to reassure new users. STS operators may reassure users that the user was understood. STS operators also may interact with users to help the user use the service more effectively. This is particularly necessary in helping developmentally delayed users with short-term memory loss.

For example, STS operator may correct a telephone number that the user receives from one caller and then repeats in error to the STS operator in requesting another call. Operators shall never attempt to assist users in ways that could interfere with the user's independence. The above directions may appear self-contradictory, but are not in light of the wide variance in intellectual capacity within this user group. An opportunity for an operator to facilitate communication takes priority over transparency. However, the STS operator shall not facilitate if there is a great risk of diminishing communication.

**R. Leaving Messages**

STS operators shall leave messages on answering machines or other voice processing systems if the caller activates one while making a call. In addition, STS callers shall be allowed to recite a prepared message to an answering machine. The STS caller may dictate the message to the STS operator before making the call. If the called number is busy, then the STS operator shall retain the dictated message in the STS user's customer preference record at the user's request. The message shall be retained for a minimum of one hour, during which time the user may call back and attempt to reach the answering machine and leave the message.

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Given the limited telephone experience and delayed social development of some users, STS operators may prompt users leaving messages on answering machines who forget to leave their name and/or telephone number.

### **S. Respect**

Operators shall avoid informality interpretable by users as patronizing. Adult users shall always be treated as mature adults regardless of their behavior.

The contractor shall have a plan to ensure that the following requirements are met:

- Operators shall not make a value judgment on the profanity, obscenity or legality of any messages;
- Obscenity included in the conversation between the inbound and outbound parties, even if it is referring to an operator, shall not be construed as obscenity directed at the operator; and
- Escalation procedures for Obscenity/Abuse shall be in place.

### **T. Caller Names**

Callers shall not be required to give their names or the name of the party they are calling. If names are given, this information shall not be recorded in any form without the permission and knowledge of the caller (except for long distance billing purposes). Operators shall not ask for names even though it is understood that for some calls, having the full name would help facilitate the call. The operator shall not, however, refuse to make a call if the caller does not wish to give names.

Before dialing, the STS operator shall ask, "Shall I tell the party who is calling?"

### **U. Change of STS Operator**

The contractor is encouraged to use the same operator throughout each STS call. Operator change is very disruptive to speech disabled users. It prompts fear that the new operator may not understand them as well as the first operator did. Unless requested by a user before or during a conversation or unless the operator becomes physically incapacitated, a change of STS operators shall not be made before fifteen (15) minutes have elapsed since the beginning of the relay conversation. If a change is necessary, both parties shall be informed and the new operator shall inform both parties of the operator's identification number. The caller shall always have the right to request a change in STS operator and the contractor shall accommodate the request if another STS operator is available. STS operator changes during relay call processing shall remain gender consistent with the previous STS operator.

### **V. Announcement of Voicing**

At the start of the call, the STS operator shall announce that he or she shall voice for the speech disabled person throughout the call, unless both parties ask the STS operator to stop.

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### **W. Voicing at the User's Option**

Some people with speech disabilities can be clearly understood if allowed to speak uninterrupted; they do not need STS operators to voice for them, they just need the other party not to interrupt them during the conversation. STS users may request the STS operator to only repeat what they say when the other party misses or misunderstands a word.

### **X. Quiet STS Operator Environment**

The STS operators' work environment shall be quiet and the partitions between the operators' cubicles should be sound proof enough so that STS operators can concentrate intensely on hearing the caller's speech.

### **Y. Retention of Information**

STS operators shall be able to retain information from one inbound call for use in a subsequent outbound call, and such information shall only be retained for the duration of the inbound call.

### **Z. Dual Voicing**

The contractor shall provide STS voicing for people with speech disabilities calling each other, for both parties.

### **8.1.33 Confidentiality**

Bidders shall describe how they shall adhere to the following confidentiality requirements.

All calls made through MassRelay shall be confidential, with no written or electronic script kept beyond the duration of the inbound call, except as otherwise explicitly permitted herein. Except as otherwise explicitly permitted herein, operators and supervisory personnel shall not reveal information about any call, except for any minimum information that may be necessary for billing purposes.

The contractor shall ensure that all staff who relay MassRelay user conversations or have access to MassRelay user data, e.g., operators, supervisors, customer service staff, etc., shall be required to sign a confidentiality agreement promising not to disclose the identity of any callers or fellow relay operators, or any information learned during the course of handling or relaying calls, handling complaints, or accessing customer data (customer preference data, billing information), either during the period of employment or after termination of employment.

Bidders shall submit a copy of their Confidentiality Agreement with their proposal.

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### **A. Workspace Accommodations for Call Privacy and Confidentiality**

The contractor shall ensure that the equipment and structural accommodations made to the relay operator workspace shall ensure the confidentiality of relay users' calls, and prevent the relay user on one call from overhearing a relay operator processing another call. Such incidents shall be considered a breach of confidentiality on the part of the contractor.

### **B. Discussion of Calls**

Relay operators shall not discuss among themselves or with their supervisors any names or specifics of any relay call, except in instances of resolving a complaint. Relay operators may discuss the general situation they need assistance with in order to clarify how to process a particular type of relay call. Relay operators shall be trained to ask questions about procedures without revealing specific information that shall identify the parties on the call.

### **C. Emergencies**

If a MassRelay user is in an emergency or life-threatening situation or causes an emergency situation to exist by threatening the relay operator or the relay center, names and specific information may be disclosed by the relay operator to a supervisor to expeditiously address the situation.

The contractor shall have a mechanism in place to ensure that uniform procedures shall be maintained during the call distribution process in the event that calls shall be temporarily transferred to a non-Massachusetts Relay Center during an emergency situation.

The contractor shall establish training procedures for emergency calls handled by a non-Massachusetts Relay Center. These procedures shall include, at a minimum, the process in place at the remote center to ensure the immediate access to, and updating of, correct Public Safety Answering Point information and the correlation of the inbound NPA/NXX/XXXX to the corresponding PSAP in Massachusetts.

### **D. Monitoring of Calls**

Watching or listening to calls by anyone other than the relay operator is prohibited, except for training or monitoring purposes or other purposes specifically authorized by the FCC or the State 911 Department. Watching or listening of relay calls by others for training or monitoring purposes shall not be allowed as a general practice for all calls, but shall be restricted to discrete calls for temporary purposes. Therefore, announcements to callers that say, for example, "Your call may be monitored for training purposes" shall not be deployed de facto to all calls. Recording of calls is prohibited except as allowed in this RFR for STS calls and for handling voice mail and/or interactive type messages. Except as otherwise expressly required hereunder, all recordings of calls shall be immediately deleted at the completion of the call.

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**E. Confidentiality Policy**

The contractor shall develop a written Confidentiality Policy, covering the above points at a minimum. A copy of the Confidentiality Policy shall be provided to consumers upon request.

**F. Termination for Violation of Confidentiality**

The contractor shall immediately terminate from employment relay personnel who, after investigation, are found to have violated the Confidentiality Policy.

**G. Restriction of Information**

The contractor shall be restricted to collecting and using only that personal information necessary for billing purposes or customer preference records. This information shall not be used for any other purposes.

**8.1.34 Relay Operator Counseling**

The contractor shall outline a counseling and support program that shall help relay operators deal with the emotional aspects of relaying calls. Because relay operators are not allowed to talk about their calls with other operators, friends, or family, other relay systems have found that operators need to have access to someone they can talk to and trust. They need to be able to talk about their emotions and learn ways to cope with their feelings. Those providing this staff support shall have training in dealing with these situations. However, the relay operators shall not give the names of the calls involved to the support person. The counseling support system shall follow the confidentiality provisions listed above.

**8.1.35 Emergency Call Handling Procedures**

The contractor shall develop a policy for relaying and referring emergency calls in accordance with the standards in 47 C.F.R § 64.604(a) (4).

Additional specific emergency call handling requirements are listed below.

**A. Transmit ANI to the PSAP**

The operator shall transmit the caller's telephone number to the PSAP when a caller disconnects before being connected to emergency services.

**B. Stay on the Line to Ensure Connectivity**

If the emergency call is transferred to a PSAP, the operator shall stay on the line as long as necessary to ensure that the PSAP operator has received the call.

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**C. Relay Only Under Limited Circumstances**

The emergency call may be relayed to a PSAP operator (instead of transferred) only on a call-by-call basis under any of the following circumstances:

- At the request of the caller;
- At the request of the PSAP operator or PSAP supervisor;
- If the PSAP is not capable of receiving and conversing directly with the caller in the modality of the caller (for example if the caller is using any communications modality other than TTY, e.g., VCO, HCO, STS, ASCII);
- The relay operator is having technical trouble transferring the call to the PSAP, e.g., the caller is disconnected from the PSAP, the PSAP cannot establish a TTY connection, etc.; and
- As allowed by the FCC.

**D. Treat a Call as an Emergency Call When Unsure**

When receiving a relay call that the relay operator suspects is an emergency call requiring a response from a PSAP, the relay operator shall immediately treat the call as an emergency call and shall make no attempt to determine if the call is an actual emergency or not.

**E. No Questioning or Advice**

The relay operator shall not attempt to question the caller about the exact nature of the emergency, nor shall the relay operator attempt to give advice to the caller in response to the emergency. The relay operator shall permit the PSAP operator, who has the professional training to carry out those functions, to deal with the emergency.

**F. Allowance for Limited Transparency**

When processing an emergency call, the relay operator shall be able to facilitate the call to a greater degree than a normal relay call to the extent described herein:

1. The relay operator may inform the answering PSAP that the caller is a TTY user (or other type of relay user).
2. The relay operator may inform the answering PSAP of the caller's disability, name and other information available to the relay operator from the caller's customer preference data and ANI data, if available.
3. The relay operator does not have to be fully transparent (as is required in non-emergency verbatim relay) to the caller and PSAP if either the caller or PSAP requests such non-transparency, or if in the professional opinion of the relay operator such limited non-transparency shall greatly facilitate the PSAP's ability to understand or respond to the caller; and if the caller does not object. By far the greatest emphasis of each relayed emergency call shall be on transparent verbatim relay, and the use of non-transparency shall only be for temporary



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summarization or for interpretation of ASL gloss terminology. In all instances of non-transparency, the relay operator shall not alter the relayed conversation, shall not interfere with the independence of the caller, and shall not interfere with the caller's control of the conversation. In each instance during an emergency call when a relay operator engages in non-transparency, the relay operator shall first identify him/herself as the source of the talking or typing by indicating "Relay operator speaking" or similar language.

4. The relay operator may stay on the line for the duration of a relay call connected to a PSAP, and in which case the relay operator shall remain in a listening or non-active mode unless called upon by either party for relay or other assistance or information, or unless it is obvious to the operator that either party needs non-transparent services (as described above) in order for effective communications to occur between the caller and the PSAP operator.

5. Whenever a relay operator is providing non-transparent services, the relay operator shall immediately cease such non-transparency if asked to do so by either the caller or by the PSAP operator. The request may be in any terminology, such as, "Please relay verbatim", "Repeat only what I type", "Just say what I type", etc.

6. A relay supervisor may listen to an emergency call in process if deemed necessary by the contractor. The listening supervisor may not enter into the conversation in any manner unless the relay function is transferred to the supervisor.

### **G. Change of Operator during an Emergency Call**

There shall be no replacement of relay operators during an emergency call, except to a supervisor who has been involved in the entire call.

### **H. Call Set-Up**

When a relay operator places a call to a PSAP for either transferring the call or for relaying the call, the relay operator shall, at a minimum, identify the call to the PSAP operator as a MassRelay call, operator number, and if the call is relayed, shall establish the call with the normal relay instructions.

### **I. Training for Emergency Call Handling**

All relay operators and supervisors shall receive training specific to responding to emergency calls.

### **J. Reports**

Reports requested shall be for MassRelay activities of one (1) calendar month unless requested otherwise by the State 911 Department. Reports shall be provided in an electronic format acceptable to the State 911 Department, no later than the fifteenth (15<sup>th</sup>) calendar day following the month of service or on the next business day if the fifteenth (15<sup>th</sup>) day falls on a weekend or holiday (unless specified otherwise). All reports provided shall become the property of the

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Commonwealth, i.e., the contractor shall not copyright them, and they shall become public record. In addition to periodic, ad hoc or other reports requested by the State 911 Department, the contractor shall provide the following reports shown below. The State 911 Department may modify the required report formats at any time.

The contractor shall, upon the request of the State 911 Department, provide the State 911 Department with professional interpretation, analysis and explanation of any reports provided. Within two (2) months of contract award, the contractor shall meet with the State 911 Department to determine types of data available for reporting purposes and to set up any regular monthly reports that may be in addition to those shown below.

### **K. Implementation Progress Reports**

The contractor shall provide the State 911 Department with regular Implementation Progress Reports. These reports shall be provided at least monthly from the date of contract award for six (6) months unless requested longer or more frequently by the State 911 Department. The specific progress report due dates and the acceptable format for the reports shall be determined by the State 911 Department at the time of contract award.

At a minimum, these reports shall describe the current status in implementation of MassRelay services, changes in status since the previous report, a project timeline incorporating dependencies, milestones, and deadlines.

### **L. Complaint and Commendation Reports**

The contractor shall prepare monthly summary reports for the State 911 Department and the Advisory Committee regarding numbers of complaints and commendations received and topic areas of the complaints as well as the current status of any and all unresolved complaints to date.

### **M. Customer Satisfaction Reports**

The contractor shall report annual customer satisfaction information on the service being provided. The bidder shall provide a detailed plan outlining the process (design and methodology) of conducting the evaluation and disseminating the results.

### **N. Annual Report**

The contractor shall submit an annual report summarizing operations for the calendar year with statistical summaries of usage, trends, complaints and commendations, service performance, MassRelay features, facility improvements, traffic analysis, and future relay operations.

Traffic projections and costs for the upcoming year shall be included for use in the annual program budget. The annual report shall be due by January 15<sup>th</sup> of each year.

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**O. Total Daily and Monthly Traffic Report**

The contractor shall report total daily and monthly (by calendar month):

- number of incoming calls;
- number of outgoing calls (including busy, no answer, disconnected);
- number of completed calls;
- number of incoming or outgoing calls that were abandoned by the contractor; and
- number of incoming or outgoing calls that were abandoned by the caller.

**P. Average Blockage Rate**

The contractor shall report the average daily and monthly (by calendar month) network blockage rate sampled at thirty (30) minute intervals for each twenty-four (24) hour period. The contractor shall not block calls at the Automated Call Distributor.

**Q. Average Answer Time**

The contractor shall report average daily and monthly (by calendar month) answer time and range of daily and monthly answer times.

**R. Average Calls in Queue**

The contractor shall report average daily and monthly (by calendar month) number of calls in queue (caller is receiving a ringing or is waiting for an available operator). The report shall clearly identify average length of time in queue both prior to connection (ringing) and after connection (waiting), and the range of times for calls in queue both prior to (ringing) and after connection (waiting).

**S. Average Call Length**

The contractor shall report average daily and monthly (by calendar month) length of call, broken down into call set-up, call duration, and call wrap-up.

**T. Operators on Duty**

The contractor shall report the number of operators on duty by hour of day and day of week for each calendar month.

**U. Status of Operator Training**

The contractor shall report each calendar month on the status of operator training including:

- Operator typing proficiency (wpm);
- Operator accuracy proficiency (percentage);
- Operator combined typing and accuracy proficiency (percentage meeting 60/ wpm)

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and 95 percent accuracy requirement);

- Annual number of ongoing training hours completed for operators;
  - Percentage of operators who are trainees (employed less than ninety (90) days or designated as trainees); and
- Operator personnel turnover rate (hires, terminations, resignations, transfers, etc.).

### **V. Report of Emergency Calls Reported to Massachusetts PSAPs Via MassRelay**

The contractor shall submit a monthly report to the State 911 Department that shall include the number of calls to 9-1-1 via the MassRelay. This report shall detail any problems in contacting the appropriate PSAP.

### **W. Outreach Budget Report**

The contractor shall provide an Outreach Budget Report on a monthly basis that shall detail and document all expenditures.

### **X. Capacity for Ad Hoc Reports**

The bidder shall include in its response information on its capability to provide ad hoc reports including new information in the bidder's system database, new regulations affecting TRS or new formats for existing information.

## **8.2 SCOPE OF SERVICES: CAPTIONED TELEPHONE RELAY SERVICE**

### **8.2.1 Facilities and Equipment**

The contractor shall furnish all necessary facilities, equipment and software to provide the services under the contract with the contractor and shall operate the CTRS in a manner sufficient to meet or exceed all applicable legal standards.

The CTRS system shall be capable of receiving and processing for billing purposes the area code and telephone number that appears on the operator console showing where the caller is calling from.

The contractor shall have the capability to adapt to improvements in captioned telephone technology and shall have the ability to implement state-of-the-art technology in providing service.

The contractor shall support changes in call volumes and unexpected surges in traffic, including without limitation, long-term increases in call volume and short-term “spikes” of increased calls. The contractor shall implement changes to accommodate projected call volume increase levels that shall be necessary to maintain service standards and handle projected call volumes for the duration of the contract. The contractor shall maintain, and shall provide to the State 911 Department, a staffing plan that is designed to support call volumes.

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### **8.2.2 Technical and Operational Requirements**

The contractor shall provide CTRS on a twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year basis.

The contractor shall design the CTRS to provide CTRS users with network access that is functionally equivalent to that available to persons without communication impairments.

The contractor shall accommodate both one-line CTRS and two-line CTRS. There shall be no difference in the price charged by the contractor for one-line captioned telephone CTRS and two-line captioned telephone CTRS.

The contractor shall provide access to CTRS for captioned telephone users so that CTRS users can access CTRS directly without the need to call a toll-free number. The contractor shall provide access to CTRS for non-captioned telephone users via a toll-free number(s).

All transmission circuits shall meet or exceed all applicable federal and state performance standards for signal loss and noise.

The contractor shall encourage interexchange carriers to interconnect with the CTRS system.

The contractor shall maintain and provide to the State 911 Department upon request a logical diagram of the overall network design indicating the quantities and types of inbound and outbound circuits necessary to complete the projected number of calls within each geographical region.

The contractor shall develop and define a method that fairly allocates undetermined minutes for calls where the jurisdiction cannot be determined. The contractor shall provide detailed support for the allocation method in reports to the State 911 Department, including without limitation, who is billed, how often this occurs, and how and why the contractor's method fairly allocates these costs.

### **8.2.3 User Rates and Billing**

#### **A. User Rates**

There shall be no charge to CTRS users for using the captioned telephone relay service.

Applicable long distance rates apply for CTRS long distance calls, but those rates may be no greater than what the CTRS user would otherwise pay if not using the CTRS. CTRS users shall pay rates no greater than the rates paid for functionally equivalent voice communications services with respect to such factors as the duration of the call, the time of day, and the distance from the point of origination to the point of termination.

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### **B. Access to Carrier of Choice**

The contractor shall provide access to the CTRS user's carrier of choice to the same extent that such access is provided to non-captioned telephone users in the Commonwealth. The contractor shall provide call billing record information, as set forth below in section C. Call Billing Record, to the long distance carrier so that the long distance carrier can bill the CTRS user. The contractor shall inform CTRS users of the need to designate a long distance carrier for long distance CTRS calls and the consequences of not making such a designation.

CTRS users who have not selected a carrier of choice for their long distance telephone calls may not be charged more than they would pay for a call not processed through CTRS. If the long distance charges default to a carrier other than the CTRS user's chosen long distance carrier, or if the CTRS user has not selected an IXC, the contractor shall ensure that the CTRS user is not charged any rate higher than the contractor's lowest subscriber rate. No casual user fees may be assessed to the CTRS user.

The contractor shall maintain written procedures for the handling of default carrier calls.

### **C. Call Billing Record**

The contractor shall identify and document long distance and toll calls for billing purposes. The call billing record shall be functionally equivalent to that of non-captioned telephone service and shall contain, at a minimum, the following information:

- Originating telephone number (NPA-NXX-XXXX);
- Telephone number or calling or credit card number to be billed (NPA-NXX-XXXX);
- Terminating telephone number (NPA-NXX-XXXX);
- Date;
- Start time (when the calling party is initially connected to the called party, to an answering machine at the called party's number, or to a recorded message or intercept for the called number);
- End time (when either the called party or the calling party hangs up); and
- Call time to the full second (the time in between call start time and end time).

The contractor shall ensure that complete call billing record information is transmitted to the CTRS user's telephone contractor for billing to the CTRS user.

### **D. Billing Practices**

The contractor shall clearly identify all charges for collect calls, person-to-person calls, and calls charged to a third party.

The contractor shall bill the CTRS user within sixty (60) days of the calling date.

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### **8.2.4 Service Standards**

The CTRS service center shall be located in the United States and shall meet the following service reliability standards:

#### **A. Uninterruptible Power Supply**

The contractor shall have a UPS that supplies power for a minimum of eight (8) hours. At a minimum, the uninterruptible power supply shall support the switch system and its peripherals, switch room environments (air conditioning, fire suppression system, emergency lights and system alarms), CA consoles/terminals, CA work site emergency lights, and call billing records. The contractor shall develop, and provide to the State 911 Department upon request, contingency plans for power outages extending beyond the minimum required eight (8) hour time period described above.

#### **B. Switching System**

The contractor shall configure the CTRS system network with a redundant call processing unit on “hot stand-by” to ensure that no calls are dropped due to processor failure. The contractor shall maintain on-line system monitoring, real-time programming capabilities that shall not take the system off line, the capability to perform preventive maintenance without taking the system off line, and an inventory of spare critical components maintained on-site.

#### **C. Intercept Messages**

The contractor shall provide appropriate intercept messages if a system failure occurs within the relay switch or network. Both voice and CTRS messages shall be provided. Minutes of use attributed to accessing these messages shall not be included in billable minutes.

#### **D. Alternate Facilities**

The contractor shall, in case of a failure of any or all of the CTRS, provide alternate circuits, equipment, and staff, in order to continue to provide CTRS until suitable repairs or replacements can be made. The contractor shall maintain alternative facilities and shall maintain written documentation of the parameters under which Massachusetts CTRS calls may be temporarily rerouted, whether such rerouting shall be a manual or automatic operation, how long it shall take, whether any calls may be dropped during rerouting, and what messages, if any, shall be transmitted to CTRS users if alternate facilities are used.

Full traffic reporting shall be maintained during use of alternate facilities.

### **8.2.5 Traffic Standards**

The contractor shall monitor and manage the CTRS system so that it is always appropriately staffed and equipped to meet the following traffic standards.

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### **Usage**

The contractor shall not place any restrictions on the length or number of calls placed by users through the CTRS center.

### **Types of Service**

The contractor shall provide English to English and Spanish to Spanish CTRS. All requirements for processing calls and CA training also apply to Spanish CTRS.

The contractor shall allow the CTRS user to access the following services:

#### **A. Intrastate Calling**

- Local calls;
- Intra-LATA toll calls;
- Intra-LATA interstate calls which, if the CTRS center were not used, would be considered local calls (whether they originate within the Commonwealth or outside the Commonwealth); and
- Inter-LATA calls that originate and terminate in Massachusetts.

#### **B. Interstate Calling**

The contractor shall allow the user to interconnect fully with the interstate system.

#### **C. International Calling**

The contractor shall allow the user to interconnect fully with the system that provides international calling.

#### **D. Access to Regionally Restricted Numbers**

The contractor shall provide a means of reaching regionally restricted 800 or other toll-free prefix numbers and the business offices of local exchange companies that have special prefixes that would be accessible to a non-captioned telephone user in that user's calling area.

#### **E. Access to Directory Assistance Services**

The contractor shall allow CTRS users to access local, intrastate, and interstate directory assistance.



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**F. Access to Local Exchange Company Non-Basic Services**

The contractor shall provide access that enables the CTRS user to use local exchange non-basic services, including but not limited to, the following:

- True caller ID;
- Three way calling;
- Call forwarding;
- Call blocking;
- Automatic callback;
- Speed dialing;
- Voice mail retrieval; and
- Call release.

**G. Directory Listings**

The contractor shall ensure that each directory, both paper and electronic, in Massachusetts contains telephone numbers for CTRS.

**H. Access to Audiotext, Interactive Voice Response Units, and Answering Machines**

The contractor shall capture any and all types of verbal communications to allow them to be accurately received and transmitted by the CA. The contractor shall provide access to answering machine and voice mail message retrieval systems.

**I. No Recorded Message at CTRS Center**

Recorded messages shall not be used at the CTRS center, except for a brief recorded message at the start of a CTRS call and appropriate recorded messages in case of system failure. A continuous ringing or busy signal should be used instead of a recorded message. The text of the brief recorded message for the start of the CTRS call shall be approved in advance by the State 911 Department.

**Speed of Answer**

The contractor shall maintain an average speed of answer of 9.9 seconds or less for 85% of the calls on a daily basis. The contractor shall provide sufficient call center capacity such that abandoned or lost calls do not exceed 2% of total call volume. Two-line captioned telephone calls and one-line captioned telephone calls shall be measured separately unless they are in the same queue.

Speed of answer shall be measured by sampling the answer time at a minimum of every thirty (30) minutes and shall be evaluated on a daily basis.

Daily answer times shall not exceed 9.9 seconds more than five (5) individual days per month.

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### **Blockage Rate**

The average daily blockage rate for all calls placed to the CTRS center shall be no greater than 1 out of 100 calls.

The contractor shall measure the blockage rate by sampling the number of calls being blocked at a minimum of every thirty (30) minutes during CTRS operation.

### **8.2.6 Communication Assistant Standards and Training**

#### **A. Communications Assistant Standards**

The contractor shall ensure that the CAs meet or exceed the following minimum standards:

- CAs shall possess basic skills in reading, speaking and writing English and/or Spanish;
- CAs shall be trained to transliterate the words spoken by the hearing party without intervening in the communications. CAs are permitted to provide background noise identification;
- CAs shall not maintain any records of conversation content and shall keep the existence and content of all calls confidential;
- CAs shall not limit the length of a call and the CA shall stay with the call for a minimum of ten (10) minutes when processing a call;
- CAs shall have the requisite experience, expertise, skills, knowledge, training and education to perform CTRS services in a professional manner; and
- CAs shall meet the minimum qualifications required by the FCC of CTRS.

#### **B. Communication Assistant Call Handling Procedures**

The contractor shall maintain Communication Assistant procedures that address the following:

- Compliance with 47 C.F.R. § 64.604;
- Procedures for handling a change of CA; and
- The CA's role in facilitating use of voice processing systems such as voice mail, answering machines, and automated voice response systems.

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**C. Communications Assistant Training and Testing**

The contractor shall maintain and provide to the State 911 Department a written training manual that addresses, at a minimum, the training requirements set forth herein.

The contractor shall conduct training of all CAs. CAs shall be sufficiently trained to effectively meet the specialized communication needs of persons with hearing and speech disabilities. At the request of the State 911 Department, the contractor shall remove any and all CAs identified by the State 911 Department for reasons including, but not limited to, lack of or inadequate training or performance issues, from performing services under the contract.

The contractor shall maintain documents and records to allow the State 911 Department to verify and analyze training and test proficiency results.

The contractor shall conduct testing of CA applicants and/or trainees on the qualifications set forth herein before permitting the CA applicant and/or trainee to handle live CTRS calls. The contractor shall conduct ongoing training of CAs for the duration of the employment as the CA.

Proficiency testing of each CA shall be based on an auditory test that reflects a conversational rate of speaking and correcting text with results being a minimum average of 125 words-per-minute. The bidder shall describe the auditory test, and shall state whether the test is a recorded test, and if so, whether different voices, genders, or accents will be used to reflect real-world circumstances.

Accuracy is the percentage of error subtracted from 100% of text received. The CA shall demonstrate and maintain an average accuracy rate of 95% during proficiency testing. Errors are any words that change the context of the sentence, including missing words or sentences.

**D. Disclosure of CA Participation in CTRS Conversations**

The contractor shall implement a written procedure to provide written disclosure of the CA participation to each CTRS user for each CTRS conversation. The written disclosure shall be transmitted in a manner that may be easily read and understood. The content of the written disclosure is subject to the prior approval of the State 911 Department. The contractor shall adopt additional disclosures as required by Massachusetts law.

**8.2.7 Confidentiality**

The contractor shall comply with the confidentiality requirements of applicable federal and/or state law and/or regulations, including without limitation, the requirements of 47 C.F.R. § 64.604(a)(2)(i).

The contractor shall collect only that personal information necessary to provide and bill for the CTRS service being rendered. This information shall not be used for any other purposes.

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Except as permitted by law, CAs are prohibited from disclosing the content of any relayed conversation regardless of content and from keeping records of the content of any conversation. CAs are prohibited from intentionally altering a relayed conversation.

### **8.2.8 User Profile Database**

The contractor shall establish and maintain a CTRS user profile database of call setup and handling preferences of Massachusetts CTRS users and called parties.

The contractor shall utilize the user profile database for all calls, querying the database for each inbound and outbound call and automatically providing the CA the information related to the inbound and outbound numbers.

The contractor shall be able to query the customer profile database by user name, if available, as well as by telephone number.

The contractor shall not require the CTRS user to provide any data, except name, telephone number, one other field, and a user password.

The user profile database shall contain, at a minimum, the following fields:

- User's primary telephone number, including area code;
- User's first and last names;
- User password;
- Preferred long-distance carrier for inter-LATA, interstate, and international calls;
- Preferred long-distance carrier for intrastate calls;
- Call blocking of outbound pay-per-use and toll-free number calls (900, 976, 800, etc) per type and/or up to five specific blocked numbers per type;
- Caller ID blocking of the caller's number; and
- Language (English or Spanish).

### **8.3 GENERAL REQUIREMENTS**

The following requirements apply to all services provided hereunder.

#### **8.3.1 Service Support Standards**

The contractor shall provide the following customer support services for all services provided under the contract.

The contractor shall designate a Contract Manager assigned to meet the State 911 Department's needs under the contract. The Contract Manager shall be responsible for oversight and management of contract performance and shall act as the primary contact person for receipt of notice and other communications under the contract, including but not limited to, timely reports and written responses and attendance at meetings as required by the State 911 Department. The

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Contract Manager shall not be changed without the prior written approval of the State 911 Department.

The Contract Manager and appropriate representative(s) of the contractor shall meet with the State 911 Department as required by the State 911 Department. The Contract Manager and appropriate representative(s) of the contractor shall be available to participate in weekly telephone conference calls with the State 911 Department, and the Contract Manager and appropriate representative(s) of the contractor shall be present at the quarterly meetings of the Massachusetts policy advisory committee on accessibility to communication services for disabled persons.

Access to captioned telephone relay service for non-captioned telephone users shall be made available through toll-free numbers:

XXX-XXX-XXXX (Captioned Telephone)

XXX-XXX-XXX (Spanish Captioned Telephone) and

such additional toll-free numbers as may be identified by the State 911 Department, which additional toll-free numbers as may be identified by the State 911 Department to be the sole property of the Commonwealth of Massachusetts.

Access to telephone relay service for TRS users shall be made available through toll-free numbers:

XXX-XXX-XXXX (TTY)

XXX-XXX-XXXX (VCO)

XXX-XXX-XXXX (STS)

XXX-XXX-XXX (Spanish Relay) and

such additional toll-free numbers as may be identified by the State 911 Department, which additional toll-free numbers as may be identified by the State 911 Department to be the sole property of the Commonwealth of Massachusetts.

The contractor shall provide toll-free numbers for customer service support for TRS and CTRS users.

XXX-XXX-XXXX (Customer Service English)

XXX-XXX-XXXX (Customer Service Spanish).

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The customer support services shall include, without limitation, technical support, information on how to place calls, error resolution, and troubleshooting.

### **8.3.2 Reports**

#### **A. Monthly Reports**

The contractor shall provide to the State 911 Department the following monthly reports in paper and/or electronic copy on or before the 15<sup>th</sup> day following the close of billing each month. Each report shall display the source of the data (i.e., Automatic Call Distributor or Billing Data Record).

1. The type of call (one-line, two-line).
2. Total daily and monthly:
  - Number of incoming calls;
  - Number of outgoing calls (including busy, no answer, disconnected);
  - Number of completed calls;
  - Number of abandoned calls;
  - Conversation minutes; and
  - Session minutes.
3. Average daily and monthly blockage rate.
4. Average daily and monthly answer time, and the range of answer times for the month.
5. Average daily and monthly number of calls in queue (caller is receiving a ringing signal while waiting to be answered by a CA), and the average length of time in queue.
6. Average daily and monthly length of call (reported to the nearest full second), bookend down into call set-up, call duration, and call wrap-up.
7. Total daily and monthly number of calls of the following lengths:
  - >5 minutes;
  - 5+ to 10 minutes;
  - 10+ to 20 minutes;
  - 20+ to 30 minutes;
  - 30+ to 40 minutes;
  - 40+ to 50 minutes;
  - 50+ to 60 minutes; and
  - 60+ minutes.

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8. Number of local, intra-LATA toll, intrastate inter-LATA, interstate intra-LATA, interstate, and international calls for the month.
9. Number of calls received by the contractor's customer service center.
10. Toll-free calls, e.g. 800 numbers.
11. Directory assistance calls.
12. Usage patterns (number of calls and average length of calls by one hour increment) by hour of day and day of week.
13. Unusual usage patterns that would indicate a user is no longer a resident of the Commonwealth.
14. Number of CAs on duty by hour of day and day of week.
15. Number of calls originated by TRS and CTRS users, voice users, and Spanish users, and the average length of call for each type of call for the month.
16. Call billing records by one-line and two-line captioned telephone devices.
17. Unusual usage pattern suggesting that a captioned telephone is not being used by a Massachusetts resident.
18. Number of emergency calls referred to emergency services and the number and nature of the emergency by hour of day and day of week.
19. Number of times CAs switch in the middle of a call.
20. Complaint summary reports:
  - Date of complaint;
  - Record ID;
  - Customer Service Representative taking the Complaint;
  - CA Number;
  - Nature of the complaint;
  - Date of resolution; Resolution; and
  - Call Type.

**B. Annual Reports**

The contractor shall provide to the State 911 Department the following annual reports in paper and/or electronic copy. Each report shall display the source of the data (i.e., Automatic Call Distributor or Billing Data Record).

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21. Narrative complaint report that shall be consolidated and used by the State 911 Department for filing annually with the FCC. This report shall be in the format required by the FCC and shall be provided to the State 911 Department at least fifteen (15) business days prior to the FCC filing deadline.
22. Annual report summarizing operations for with statistical summaries of usage, trends, complaints, traffic analysis, problem resolution initiatives, service performance and traffic projections for future year. The annual report shall be due within forty five (45) days of the end of each calendar year.
23. Annual complaint summary report by June 15<sup>th</sup> each year detailing all complaints received for the twelve (12) month period ending May 31<sup>st</sup>. The yearly complaint summary report shall be in electronic format and shall include the date complaint was filed, type of relay call, category of complaint, operator identification number, nature of complaint, date of resolution, explanation of resolution, and complaint tracking number.

**C. Additional Reports**

The contractor shall, at the request of the State 911 Department, provide up to ten (10) additional reports over and above the monthly and annual reports specified above at no additional charge to the State 911 Department.

**8.3.3 Consumer Complaints, Compliance, and Commendations**

The contractor shall adhere to the following consumer complaint and compliance requirements, at a minimum:

**A. Establish Procedures**

The contractor shall establish procedures for receiving and responding to complaints, commendations, inquiries and comments regarding TRS and CTRS services and personnel. The procedure shall be well publicized and available to all TRS and CTRS users. The procedures shall detail how consumers can escalate a complaint including contact information for Customer Service, the State 911 Department and the Massachusetts Department of Telecommunications and Cable. The procedures shall comply with 47 C.F.R. § 64.604(c) (1), (2), and (6) and 47 C.F.R. § 64.605 (b)(1)(ii). These procedures shall be explained in appropriate outreach or informational material.

**B. Description of the Complaint Process**

Bidders shall describe their complaint receiving, responding, tracking and resolution procedures.



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**C. Compliance with FCC Regulations**

The contractor shall be in compliance with the FCC's complaint reporting and resolution process as described in 47 C.F.R § 64.604(c) (1), (2), and (6) and as may be further amended by the FCC. Compliance shall include keeping a complaint log as described therein and reporting to both the FCC and the Commonwealth.

**D. Access to Supervisors or State 911 Department While on Line**

The contractor shall ensure that any caller having a complaint or commendation shall be able to reach a supervisor or the State 911 Department while still on line during a relay call.

**E. Access to Customer Service**

Bidders shall describe their customer service procedures, including an 800 number for access to customer service. This description shall include at a minimum: staffing (include position descriptions) associated with this activity, specific activities designed to promote relay use, number of "person hours" per month, marketing, and strategies for reaching hard-to-reach individuals such as people with a speech disability, hard of hearing people, and elderly people.

The bidder shall describe its reporting procedure and format for the activities of a customer service line and/or department. A sample report shall be included in its response.

**F. Complaint Log**

The contractor shall maintain a log of all consumer complaints regarding the services provided hereunder that shall include, at a minimum, the date of the complaint, Record ID, Customer Service Representative taking the complaint, the nature of the complaint, CA Number, the date of resolution, an explanation of the resolution, and call type. The contractor shall promptly provide the State 911 Department with the consumer complaint log upon request. Copies of complaints shall be submitted to the State 911 Department on a monthly basis. The contractor shall submit a summary of the complaint log to the State 911 Department for filing with the FCC as required by law.

The contractor shall provide on its website and in approved educational and outreach materials information on consumer complaint filing procedures sufficient for users to know the proper procedures for filing complaints with the contractor and information on filing complaints with the Commonwealth. Such information, which shall include a link to the State 911 Department's website, is subject to the prior approval of the State 911 Department.

**G. Documentation of Commendations**

The contractor shall ensure that all commendations received (by operators, supervisors, and customer service), verbally and in writing, shall be documented.

Documentation shall be as follows:

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1. All commendations shall be documented on a standardized Consumer Contact form, in electronic format;
2. Commendation documentation shall include date commendation was filed, whom the commendation was received by, type of relay call (e.g. VCO, HCO, Spanish, STS, captioned telephone VCO, etc.), operator number (if applicable), and nature of commendation; and
3. Copies of all commendations shall be submitted in electronic format to the State 911 Department, on a monthly basis.

### **8.3.4 Annual Survey**

The contractor shall conduct an annual survey of users for all services provided hereunder. The contractor shall develop the survey in consultation with the State 911 Department. The survey shall be approved by the State 911 Department prior to release. The results of the survey shall be provided to the State 911 Department in full and summary format and in paper and electronic format. The results of the survey shall be submitted to the State 911 Department on or before June 30<sup>th</sup> each year. The annual survey is the property of State 911 Department consistent with the provisions set forth in section 8.3.9.

### **8.3.5 Disaster Recovery, Continuity of Operations, and Pandemic Preparedness Plans**

The contractor shall have written plans for disaster recovery, continuity of operations, and pandemic preparedness so as to provide continuity of service. The plans shall be reviewed and updated as necessary to accommodate changes, communicated within the contractor's organization, and shall be properly safeguarded. The contractor shall provide a copy of such plans to the State 911 Department upon request.

#### **A. Disaster Recovery Plan**

The contractor shall provide a complete plan (not just an outline) for dealing with all types of natural and man-made problems and conditions. Bidders should also provide details that address how they plan to cope with specific disasters, or sustained workforce reduction that impacts quality of service. Details may include: alternate switching of calls, including network diagrams identifying where traffic shall be rerouted if vulnerable circuits become inoperable; the provision of redundant circuits to geographic areas where users are concentrated; a contingency plan for how disasters shall be handled that are not part of the network, but that may affect the network (e.g., a fire in the Central Office that serves the MassRelay Center); participation in the FCC's Telecommunications Service Priority Program and/or other areas which the Bidder considers important to include in a disaster recovery plan.

#### **B. Notification of Outage**

The contractor shall notify the State 911 Department and the Common Carrier within fifteen (15) minutes if a major problem occurs. A major problem is defined as calls going off line for more

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than five (5) minutes. In addition, the plan shall detail the levels of escalation that shall be employed to deal with the problem and restore service. The plan shall be designed to ensure that no aspect of relay service is impaired.

The contractor shall have a mechanism in place to ensure uniform procedures that will be maintained during the call distribution process in the event that calls shall be temporarily transferred to another center during an emergency situation.

### **Emergency Call Handling**

The contractor shall establish training procedures for emergency calls handled by any remote center handling Massachusetts calls. These procedures shall include, at a minimum, the process in place at the remote center to ensure the immediate access to, and updating of, correct Public Safety Answering Point information and the correlation of the inbound NPA/NXX/XXXX to the corresponding PSAP in Massachusetts.

### **8.3.6 Security Procedures**

The contractor shall implement appropriate best-practice security measures that are compliant with any and all applicable federal, state, and local laws, regulations, and guidelines to ensure that the integrity of the system is not compromised.

Bidders shall describe (1) their security procedures and policies; and (2) the particulars of any circumstances over the past five (5) years in which the bidder has caused a breach of the security, confidentiality or integrity of a customer's data.

Section 6 of the Commonwealth Terms and Conditions states:

“Confidentiality. The contractor shall comply with M.G.L. c. 66A if the Contractor becomes a “holder” of “personal data.” The contractor shall also protect the physical security and restrict any access to personal or other State 911 Department data in the contractor's possession, or used by the contractor in the performance of a contract, which shall include, but is not limited to the State 911 Department's public records, documents, files, software, equipment or systems.”

In addition to the foregoing requirements, the contractor shall implement safeguards reasonably needed to:

- Ensure the security, confidentiality and integrity of electronic personal data and personal information;
- Prevent unauthorized access to electronic personal data or personal information or any other Commonwealth data from any public or private network;
- Prevent unauthorized physical access to any information technology resources involved in the contractor's performance of a contract entered under this RFR;
- Prevent interception and manipulation of data during transmission to and from any servers; and

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- Notify the State 911 Department immediately if any breach of such system or of the security, confidentiality, or integrity of electronic personal data or personal information occurs.

### **8.3.7 Fraud Prevention and Detection**

The contractor shall have a fraud prevention and detection program, including written fraud prevention and detection procedures and plans designed to detect and prevent the fraudulent use of services. The contractor shall provide a copy of such plans to the State 911 Department upon request.

### **8.3.8 Transition Planning and Assistance**

The bidder shall provide with its response to the RFR a draft contract start-up transition plan for assuming responsibility for all services provided hereunder no later than July 1, 2013. The contractor shall complete the transition and start providing all services no later than July 1, 2013.

The contractor shall participate in a kick-off meeting with the State 911 Department within ten (10) calendar days following contract award.

The contractor's draft contract start-up transition plan shall be discussed at the kick-off meeting, and the contractor shall submit to the State 911 Department for approval a final version of the contract start-up transition plan that encompasses the Commonwealth's requested changes no later than ten (10) calendar days after the kick-off meeting.

The contractor shall include in the contract start-up transition plan a timeline with critical dates for major steps in the implementation process from contract award through full implementation. The transition plan documenting the transition from the Incumbent Contractor to the new Contractor's network shall include, but not be limited to, the following:

- Address all legal regulations and requirements;
- Obtain office space, furniture, equipment, telephone and data line, if applicable;
- Transfer and organization of documentation;
- Transfer of electronic data, such as User Preference Data;
- Establish or terminate contracts for other services;
- Enable or disable of logon IDs for the User Preference Database
- Train staff and position them for implementation;
- Risk analyses and proposed solution(s), and assessment(s) for the transition;
- Documentation of the Plan for the Transfer of calls to/from existing Relay Centers;
- End-To-End Performance Testing Period;
- Hardware and/or Software Tools;
- Hardware and Software platforms utilized; and
- Staff resources and responsibilities to include State Staff responsibilities (as approved by the Commonwealth).

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At the termination or expiration of this contract, at the request of the State 911 Department, the contractor shall promptly take all action and do all things necessary to accomplish a transition of services to a new contractor, including without limitation, the transfer of call setup and handling preferences of Massachusetts TRS and CTRS users and called parties contained in the user profile database.

### **8.3.9 Intellectual Property Rights**

The intellectual property required by the contractor to provide the services required in this RFR, or the Property, may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to the layout and graphic presentation, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, and other works of authorship fixed in any tangible medium.

#### Source of Property

The delivery of services under this RFR shall involve intellectual property derived from four different sources: (1) third party software vendors; (2) that developed by the contractor for the open market; (3) that developed by the contractor for other individual clients, or for internal purposes prior to the effective date of the contract entered by the contractor under this RFR and not delivered to any other client of the contractors; and (4) that developed by the contractor specifically for the purposes of fulfilling its obligations to the State 911 Department under the terms of this RFR. Ownership of the first and second categories of intellectual property shall be addressed in separate agreements between the State 911 Department and the owners and resellers of such property. This section of the RFR addresses exclusively ownership rights in the third and fourth categories of intellectual property.

#### Contractor Property and License

The contractor shall retain all right, title and interest in and to all Property developed by it, i) for clients other than the Commonwealth, and ii) for internal purposes and not yet delivered to any client, including all copyright, patent, trade secret, trademark and other intellectual property rights created by contractor in connection with such work (hereinafter the "Contractor Property"). The State 911 Department acknowledges that its possession, installation or use of Contractor Property shall not transfer to it any title to such property.

The State 911 Department acknowledges that the Contractor Property contains or constitutes commercially valuable and proprietary trade secrets of the contractor, the development of which involved the expenditure of substantial time and money and the use of skilled development experts. The State 911 Department acknowledges that the Contractor Property is being disclosed to the State 911 Department to be used only as expressly permitted under the terms of the license

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described in this RFR and any agreement entered with the contractor hereunder. The State 911 Department shall take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth's Public Records Law, Massachusetts General Laws c. 66, § 10, or by legal process, shall promptly notify the contractor of the imminent disclosure so that contractor can take steps to defend itself against such disclosure.

Except as expressly authorized in this RFR or any agreement entered hereunder, the State 911 Department shall not copy, modify, distribute or transfer by any means, display, sublicense, rent, reverse engineer, decompile or disassemble the Contractor Property.

The contractor grants to the State 911 Department a fully-paid, royalty-free, non-exclusive, non-transferable, worldwide, irrevocable, perpetual, assignable license to make, have made, use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit and create derivative works based upon the Contractor Property, in any media now known or hereafter known, but only to the extent reasonably necessary for the State 911 Department's exploitation of the deliverables to be developed. The contractor shall provide to the State 911 Department the most current copies of any Contractor Property to which the State 911 Department has rights pursuant to the foregoing, including any related documentation.

Notwithstanding anything contained herein to the contrary, and notwithstanding the State 911 Department's use of the Contractor Property under the license created herein, the contractor shall have all the rights and incidents of ownership with respect to the Contractor Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties.

### Commonwealth Property

In conformance with the Commonwealth's Standard Terms and Conditions, on the date on which the State 911 Department reimburses the contractor for a deliverable accepted by the State 911 Department under the terms of this RFR and any agreement entered hereunder, all of the contractor's right, title and interest in all Property developed by contractor under the terms of this RFR and any agreement entered hereunder solely for purposes of creating the deliverables described in such agreements shall pass to and vest in the Commonwealth, including all copyright, patent, trade secret, trademark and other intellectual property rights created by the contractor in connection with such work and any causes of action relating to or based upon such work (hereinafter the "Commonwealth Property"). The contractor hereby assigns to the Commonwealth, as of the date on which the State 911 Department reimburses the contractor for such deliverables, all intellectual property rights that it may now or hereafter possess in the Commonwealth Property related to such deliverable and all derivative works thereof. The contractor also agrees to execute all documents and take all actions that may be necessary to confirm such rights, including providing any code used exclusively to develop such deliverables for the State 911 Department and the documentation for such code. The contractor acknowledges that there are currently and that there may be future rights that the Commonwealth may otherwise become entitled to with respect to Commonwealth property that does not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed, and that the contractor specifically intends the foregoing ownership or rights by the Commonwealth to include all such now known or unknown uses, media and forms of exploitation.

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The contractor shall take such actions as may be reasonably requested by the State 911 Department to evidence the transfer of ownership of or license to intellectual property rights described in this section.

### Clearances

The contractor shall represent and warrant to the State 911 Department that it has obtained all rights, grants, assignments, conveyances, licenses, permissions and authorizations necessary or incidental to any materials owned by third parties supplied or specified by it for incorporation in the deliverables to be developed.

### Third-party Intellectual Property

If the deliverables contain or shall contain any third-party intellectual property to which the contractor intends to provide a sublicense, the contractor shall provide copies of all such sublicense agreements as early in the process as possible. The sublicense agreements shall be included in the contractor's initial quotation to the State 911 Department, or, if the requirement to utilize sublicensed intellectual property is not known at the outset of the project, as soon as the requirement becomes known.

### Intellectual Property Agreement for Contractor's Employees, Contractors, and Agents

The contractor shall ensure that all contractor personnel providing services under any agreement entered under this RFR that shall result in the creation of Commonwealth Property, regardless of whether they are the contractor's employees, contractors, or agents, shall, prior to rendering any services under any agreement entered under this RFR, sign the Intellectual Property Agreement for Vendor's Employees, Contractors and Agents and return signed copies of the same to the State 911 Department prior to the delivery of such services under such agreement.

### **8.3.10 Education and Outreach**

The contractor may conduct ongoing education and outreach programs that publicize the availability of the services, TRS and CTRS, provided hereunder with the prior written approval of the State 911 Department. Such programs, subject to the prior written approval of the State 911 Department, shall be statewide in nature and shall be in accessible format and may also include information on best use of the specialized customer premises equipment.

Bidders shall describe their proposed education and outreach staffing plan, including whether the proposed staff will be located within the Commonwealth.

Within thirty (30) days of the execution of the contract and on or before June 1<sup>st</sup> each year thereafter, the contractor shall provide to the State 911 Department for its review and approval an outreach and advertising budget, not to exceed \$50,000 per fiscal year, to be spent on professional advertising, training, and public relations activities. Once the State 911 Department has approved the budget, modifications to the budget may only be made with the advance written approval of the State 911 Department. The parties may, by mutual agreement, increase the maximum amount of \$50,000 should the State 911 Department determine that its needs so dictate. The contractor shall work with the State 911 Department to ensure that activities are

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consistent with the program goals. The outreach and training expense is a separate recoverable cost and is not to be incorporated into the price per conversation minute. The contractor shall also submit a monthly outreach plan, thirty (30) days in advance of the services to be provided, for approval by the State 911 Department.

The public education and outreach activities shall include, at a minimum, the following:

- Communicate weekly, or as required, with the State 911 Department, to identify, facilitate plan activities, and participate at conferences and events applicable to TRS and CTRS consumers;
- Communication with relay users regarding relay services, including new and enhanced relay services, through newsletters, profile completion, and other forms of communication;
- Design, coordinate, and conduct programs regarding how to access and use TRS and CTRS relay services;
- Coordinate with the State 911 Department as requested;
- Design and coordinate training programs regarding relay services for businesses, residents, and any other persons or organizations, including the development of general program outlines, materials, and other similar information regarding the contractor's relay service;
- Organize and facilitate focus/user groups representing, to the extent practicable, a wide variety of actual users, for discussion of the quality and effectiveness of the relay services, assess focus/user group input;
- Monitor and assess reports from users regarding the quality of the relay service;
- Implement marketing services and promotions designed to increase the awareness and use of the relay service;
- Deliver presentations to prospective relay users using visual aids and written proposals; and
- Design program materials such as videos and brochures.

The contractor shall provide an outreach budget report on a monthly basis that shall detail all expenditures. This budget report shall be contained in the monthly invoicing for services and shall include any and all supporting documentation to support the requested expenses. Bidders are advised that requests for mileage will be compensated at the rate established by the Commonwealth of Massachusetts for the time period requested.

The State 911 Department reserves the right to procure education and outreach services through a procurement vehicle other than this RFR if to do so would result in the best value in fulfilling the contract.



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### **8.3.11 New Technology**

The bidder shall describe the methodology and process that shall be used to introduce new technologies that shall improve the provision of TRS and CTRS and subsequent upgrades of the system, and how these activities shall be coordinated with marketing, community outreach, promotional, and/or education efforts.

The bidder shall describe its procedures for training of operators who relay calls for deaf-blind TRS and CTRS users and shall also describe the ability to successfully interact with advanced telephone equipment for such users.

### **8.3.12 TRS Program Certification**

The contractor shall work with the State 911 Department to provide the information to the FCC required to complete the filing of the renewal of the certification of the Massachusetts TRS Program.

## **SECTION 9- CONTRACTOR PERFORMANCE REQUIREMENTS AND MEASURES**

The contractor's performance in all components of the scope of services shall be monitored by the State 911 Department. The State 911 Department shall also receive recommendations from the Massachusetts policy advisory committee on accessibility to communication services for disabled persons. The contractor shall promptly correct any and all deficiencies identified by the State 911 Department to the full satisfaction of the State 911 Department.

The contractor shall undertake ongoing quality assurance testing, evaluation, and assessment measures and shall continuously evaluate the quality of services provided hereunder with the objective of maintaining the applicable service standards.

The contractor shall maintain a quality assurance plan for conducting, quantifying, recording, and scoring on a monthly basis the contractor's quality assurance test call results. The contractor shall have a method in place to ensure that the remedies for any issues found during testing shall be addressed by the contractor and incorporated into the policies of the contractor.

The State 911 Department shall have unlimited access to all phases, documentation and results of the contractor's evaluation test calls. The State 911 Department may share this information and data with other agencies for reporting purposes.

The State 911 Department and/or an independent evaluator acting on behalf of the State 911 Department may perform performance evaluations of the contractor's performance that may include test calls, as determined in the sole discretion of the State 911 Department. The results of these performance evaluations shall be used to evaluate the contractor's performance.

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The State 911 Department and/or an independent evaluator acting on behalf of the State 911 Department may also perform such additional performance evaluations as may be warranted based upon unusual complaint activity and/or repeated failure to meet service standards.

### **9.1 Performance Measures**

The contractor's performance shall be assessed in the following areas with the following minimum acceptable values:

#### Telecommunications Relay Service

Accuracy: the percentage of error subtracted from 100% of words spoken. The relay operator shall have an average accuracy rate of 95% during proficiency testing. Errors are any words that change the context of the sentence, including misspelled words, missing words and words omitted.

Typing speed: Typing speed shall be sixty (60) words per minute. Typing speed shall be calculated by total number of keystrokes and total amount of time (minutes and seconds).

Speed of Answer: Speed of answer shall be measured from the contractor's automated call distributor report and shall meet the requirement of 85% within ten (10) seconds on a daily basis. Speed of answer shall be a true speed of answer and not a weighted average. Abandoned calls shall be included in the speed of answer calculation.

#### Captioned Telephone Relay Service

Accuracy: the percentage of error subtracted from 100% of words spoken. The CA shall have an average accuracy rate of 98% during proficiency testing. Errors are any words that change the context of the sentence, including missing words or sentences.

Speed of Answer: Speed of answer shall be measured from the contractor's automated call distributor report and shall meet the requirement of 85% within ten (10) seconds on a daily basis. Speed of answer shall be a true speed of answer and not a weighted average. Abandoned calls shall be included in the speed of answer calculation.

### **9.2 Liquidated Damages**

The State 911 Department recognizes that it may be impossible to ascertain the amount of damages arising out of failure by the contractor to meet its obligations under the contract. If the contractor fails to meet the minimum acceptable values of the performance evaluations, the State 911 Department shall assess liquidated damages as provided below.

#### Telecommunications Relay Service

The State 911 Department shall assess, on a monthly basis, the following penalties as liquidated damages for violations of the minimum acceptable values for accuracy:

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Accuracy: The State 911 Department shall assess a penalty in the amount of \$2,500.00 for each month the average typing accuracy falls between 85% and 95%. The State 911 Department shall assess a penalty in the amount of \$5,000.00 for each month the average typing accuracy rate falls below 85%.

The State 911 Department shall assess, on a monthly basis, the following penalties as liquidated damages for violations of the minimum acceptable values for typing speed:

Typing speed: The State 911 Department shall assess a penalty in the amount of \$2,500.00 for each month the average typing speed falls between fifty-five (55) and sixty (60) words per minute. The State 911 Department shall assess a penalty of \$5,000.00 for each month the average typing speed falls below fifty-five (55) words per minute.

The State 911 Department shall assess, on a monthly basis, the following penalties as liquidated damages for violations of the minimum acceptable values for speed of answer:

Speed of Answer: For each day the average speed of answer falls below 85% of all calls answered within 9.9 seconds, the State 911 Department shall assess a penalty in the amount of \$1,000 per day with a maximum of \$5,000.00 per month.

Captioned Telephone Relay Service

The State 911 Department shall assess, on a monthly basis, the following penalties as liquidated damages for violations of the minimum acceptable values for accuracy:

Accuracy: For each call in excess of the 2% allowable error rate for accuracy, the State 911 Department shall assess a penalty in the amount of the average length of call for the month of the triggering violation(s) multiplied by the contracted conversation minute rate.

The State 911 Department shall assess, on a monthly basis, the following penalties as liquidated damages for violations of the minimum acceptable values for speed of answer:

Speed of Answer: For each day beyond the five (5) allowable days per month that daily answer times exceed 9.9 seconds, the State 911 Department shall assess a penalty in the amount of the contracted conversation minute rate multiplied by the average conversation minutes for the month of the triggering violation(s). One-line captioned telephone calls and two-line captioned telephone calls shall be measured separately unless they are in the same queue.

The contractor agrees that all liquidated damages shall be in addition to and without limitation on any rights or remedies which the State 911 Department may have under the contract, or at law or in equity arising out of or related to any other breach by the contractor of its obligations.

Any and all penalties shall appear as a credit on the invoice submitted to the State 911 Department for payment of the services in the month following the State 911 Department assessment, or in the month following the conclusion of any mediation of a dispute in accordance

## **RFR 13-003 TELECOMMUNICATIONS RELAY SERVICE AND CAPTIONED TELEPHONE RELAY SERVICE RFR**

with Section 14 of the Commonwealth's Terms and Conditions. If such credit is not provided, the State 911 Department may reduce the monthly invoice amount to be paid by the amounts specified. In addition, to the extent that the penalties owed to the State 911 Department pursuant to this Section exceed the amounts owed by the State 911 Department to the contractor under the contract, or at the time of expiration or termination of the contract, the contractor shall promptly make a direct payment to the State 911 Department in such amount. Failure to assess liquidated damages within these timeframes shall not act as a waiver of any other rights or remedies available to the State 911 Department under the contract or at law.

The contractor shall not include penalties, or the risk associated with incurring penalties, in the calculation of any price or any cost of the contract.

### **SECTION 10- PRICING**

Bidders shall complete the Exhibit B- Cost Table as presented in this RFR for TRS, CTRS and outreach services.

The pricing for each and every service and commodity required to be furnished under the contract shall be set forth on Exhibit B- Cost Table.

All rates shall become fixed for the term of the contract, unless there is a material change to a regulation, guideline, standard, or order of the State 911 Department that significantly alters the contractor's ability to provide services, as determined solely in the discretion of the Department. Any renegotiation of rates or pricing resulting from any such material change shall be supported by appropriate and detailed documentation to the satisfaction of the State 911 Department.

***Bidders shall complete Exhibit B- Cost Table as published. Bidders may NOT modify the cost table in any way except that the cell height may be expanded to allow sufficient space for entry of the response. Any response that modifies the cost table (other than indicated above) may be considered non-responsive and be given no further evaluation.***

Bidders are advised that any and all cost associated with the provision of goods and services detailed in this RFR not herein identified shall become the sole responsibility of the qualified bidder in fulfillment of its obligations under the awarded contract.

Bidders shall provide a prompt payment discount.

### **SECTION 11- INVOICING AND PAYMENT**

All billing shall be to the nearest tenth of a minute.

The State 911 Department reserves the right to request modifications to the invoice to ensure that the invoice is clear and concise as to the services for which it is being billed.

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All invoices and payments shall be reviewed and processed in compliance with the Commonwealth's standard terms and conditions and bill paying policy as issued by the Massachusetts Office of the State Comptroller.

**SECTION 12- INSTRUCTIONS FOR SUBMISSION OF RESPONSES**

**12.1 Submission of Responses**

Bidders shall submit one (1) clearly marked Original Response, seven (7) complete paper copies of the Original Response, and one (1) electronic copy of the Original Response in PDF format by February 25, 2013, 12:00 p.m. Eastern Standard Time (EST).

Please note that electronic copies are in addition to, and do not substitute for, the hard copies of the Original Response. All signatures on the Original Response shall be the signature of the Authorized Signatory listed on the Contractor Authorized Signature Verification Form. All dates on forms shall be hand-dated. The Original Response shall be double-sided, printed on recycled paper with a minimum post-consumer content of 30% or paper made with tree-free fibers (i.e. paper made from raw materials other than trees, such as kenaf). All responses shall clearly indicate the level of recycled content contained in the paper being used. The use of the following non-recyclable and/or non-reusable materials is strongly discouraged for any copies of the Original Response: plastic report covers, plastic dividers, vinyl sleeves, and spiral binding. Please only use three-ringed binders, glued materials, paper clips or staples to secure documents. Bidders shall submit materials in a format that allows for easy removal and recycling of materials. Bidders are also encouraged to use other products that contain recycled content in their response documents. Such products include but are not limited to folders, CDs, envelopes, boxes, etc. Where appropriate, respondents should note which of these products are made with recycled materials. Bidders should not submit any unnecessary samples, corporate brochures, attachments, or documents.

A sealed hard copy of the complete response package is required. Delivery may be made by U.S. Postal Service, courier, or other personal delivery. The outside label should reference this RFR File Number and Name, RFR 13-003, Telecommunications Relay Service and Captioned Telephone Relay Service RFR. Delivery may be made by U.S. Postal service, courier, or other personal delivery.

**Karen Robitaille  
State 911 Department  
1380 Bay Street, Building C  
Taunton, MA 02780**

Faxed and/or e-mailed responses shall not be accepted.

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### **12.2 Submission of Questions**

Only questions that are written and submitted via e-mail to Karen.Robitaille@state.ma.us shall be accepted and such questions shall include “RFR STATE 911 13-003 Question” in the subject line. No questions shall be accepted after 5:00 PM EST on January 18, 2013.

### **12.3 Supplier Diversity Program Plan**

Bidders shall partner with certified Minority- and Women-Owned Businesses in order to be awarded a Contract. An SDO-certified (formerly SOMWBA-certified) Bidder may not list itself or an affiliate as being a Supplier Diversity Partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP Relationship. **Bids submitted without an SDP plan are subject to rejection without further review. Please note that no Bidder shall be awarded a Contract unless and until a SDO-certified partners for at least one (1) of following three (3) SDP Components selected by the Department's procurement management team is identified:**

- Sub-contracting with certified M/WBE firms as defined within the scope of the RFR;
- Ancillary use of certified M/WBE firms; and
- Growth and Development activities to increase M/WBE capacity.

Subcontracting:

If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with an SDO -certified company. Although this is only one of several options to meet the requirements for participation in the SDP, Bidder's submission of subcontracting commitments may be weighted most heavily. The Department's procurement management team shall set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the SDO-certified subcontractor in the Bidder's bid package.

Ancillary Uses of SDO-Certified Firm(s):

If a Bidder commits to Ancillary Uses of a SDO -certified Firm(s) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of SDO- certified Firm(s), if any, must be included on the SDP Plan Form.

Growth and Development:

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If a Bidder commits to Growth and Development in their SDP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDO certified companies.

Once an SDP Plan is submitted, negotiated and approved, the Department shall then monitor the qualified bidder's performance.

Resources available to assist Prime Bidders in finding potential SDO-Certified partners can be found at: [SDP Procurement Resources and Guides](#) or [www.mass.gov/sdp](http://www.mass.gov/sdp). **ANY BIDDERS WITH QUESTIONS REGARDING THIS REQUIREMENT MAY CONTACT THE HELP DESK AT 617-720-3359 OR BY E-MAIL AT [sdp@state.ma.us](mailto:sdp@state.ma.us).**

### **12.4 Business Information**

Bidder responses shall provide the following:

- A profile of its operations, qualifications and the organization capabilities;
- The number of years the bidder has been in business and the number of years the contractor has been in the business identified in the RFR;
- The location of the offices from which the work shall be managed and the number of staff employed at each office;
- An company organizational chart;
- Key personnel of the business;
- An organizational chart for the project listing each individual who shall be assigned to perform services as set forth in this RFR, and a description or listing of the planned role and work for each individual;
- A detailed summary of qualifications and skills of the bidder and all key personnel identified by the bidder who shall perform services as set forth in this RFR, including personnel who shall perform education and outreach services;
- A proposed Contract Manager who shall be responsible for oversight and management of contract performance and shall act as the primary contact person for receipt of notice and other communications under the contract;
- Three references, including all contact information (reference name, mailing address, phone number, and email) from three customers for whom the bidder has performed similar services as those defined within this RFR (bidders shall not include any references from the Department or any members of the State 911 Commission);
- Complete list of customers for whom the bidder has performed similar services as those defined within this RFR during the last two (2) years. The Department reserves the right to contact any and all customers set forth on the customer list;
- Sampling of training evaluation tools utilized; and
- Any other information the bidder considers relevant and supports stated experience and expertise.

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### **12.5 Format of Responses**

Bidders shall follow the same sectional format of this RFR and provide an individual response to each RFR specification in its response. All responses shall be presented using the same numbering sequence and order used in this RFR.

Bidders shall clearly respond to each section of this RFR, supply supporting documentation where requested and required. Bidders shall acknowledge that the bidder accepts the terms and conditions of the RFR specification by clearly stating in the affirmative that the bidder shall “comply” with or “agree” to or “understand” the specification. Should a bidder take exception or propose an alternative to any section of this RFR, it shall be clearly identified within that section and restated on Attachment C- RFR Exceptions. Bidders shall not modify the format of this RFR in any manner. Bidders may add to the empty cells on the cost table but should in no way modify the tables as published

Bidders may attach additional sheets as needed to submit a comprehensive response to this RFR.

### **SECTION 13- RESPONSE EVALUATION CRITERIA**

Responses shall be evaluated in accordance with the following criteria. The criteria are not listed in order of importance.

- Bidder’s ability to meet the required specifications;
- Demonstration of knowledge, experience and expertise;
- Pricing;
- Quality and Completeness of bidder’s overall proposal; and
- Supplier Diversity Program Plan.

All responses shall be received on or before the submission deadline as defined in this RFR. Late responses shall be automatically rejected and shall be given no consideration.

One contractor shall be selected based upon the fulfillment of the RFR’s qualifications, completion of all the required RFR specifications and attachments listed in this RFR.

The State 911 Department reserves the right to interview any and all bidder(s) to further evaluate capabilities, knowledge, experience and expertise. Respondent(s) shall be contacted to schedule a mutually agreed upon date and time should the State 911 Department exercise this option. All interviews shall be held at the State 911 Department’s location in Taunton, MA.

### **SECTION 14- DEADLINE FOR RESPONSES AND PROCUREMENT CALENDAR**

The critical procurement dates are set forth on the Procurement Calendar below. The State 911 Department reserves the right to modify these dates as needed.



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**PROCUREMENT CALENDAR**

<b>Procurement Schedule</b>	<b>Day/Date</b>	<b>Time</b>
Release of RFR	December 24, 2012	12:00 P.M. EST
Submission of Written Questions	December 26, 2012 Through January 18, 2013	9:00 A.M. EST 5:00 P.M. EST
Posting of Answers to Written Questions	February 1, 2013	5:00 P.M. EST
<b>RFR Response Deadline</b>	February 25, 2012	12:00 P.M. EST
Evaluation Period	February 26, 2013 Through March 18, 2013	9:00 A.M. EST 5:00 P.M. EST
Notification of Contract Award	April 1, 2013	
Start Date of Contract	July 1, 2013	12:00 A.M. EST

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**The completed package of Original Response and copies shall be received at the State 911 Department no later than February 25, 2013, 12:00 p.m. Eastern Standard Time (EST).**

**SECTION 15- RFR REQUIRED DOCUMENTS**

In order for a response to be considered complete, the following required information and forms shall be completed and submitted:

- Response addressing all of the specifications as detailed in this RFR
- Completed Cost Tables
- Standard Contract Form and Instructions\*
- Contractor Authorized Signatory Listing Form\*
- Commonwealth Terms and Conditions\*
- W-9 Request for Taxpayer Identification Number and Certification\*
- Supplier Diversity Program Plan Form\*
- Prompt Payment Discount Form\*
- Electronic Funds Transfer Form\*
- Intellectual Property Agreement for Contractor's Employees, Consultants and Agents\*
- Business Reference Form\*

\*All forms can be found on the Forms and Terms tab of the RFR as posted on [www.Comm-Pass.com](http://www.Comm-Pass.com).

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**ATTACHMENT A  
RFR - REQUIRED SPECIFICATIONS**

**Issue Date:** November 1, 2005  
**Refresh Date:** February 2, 2012

Supplier Diversity Program (SDP). Massachusetts Executive Order 524 established a policy to promote the award of state contracts in a manner that develops and strengthens Minority and Women Business Enterprises (M/WBEs) that resulted in the Supplier Diversity Program in Public Contracting. M/WBEs are strongly encouraged to submit responses to this RFR, either as prime vendors, joint venture partners or other type of business partnerships. All bidders shall follow the requirements set forth in the SDP section of the RFR, which shall detail the specific requirements relating to the prime vendor's inclusion of M/WBEs. Bidders are required to develop creative initiatives to help foster new business relationships with M/WBEs within the primary industries affected by this RFR. In order to satisfy the compliance of this section and encourage bidder's participation of SDP objectives, the Supplier Diversity Program (SDP) Plan for large procurements greater than \$150,000 shall be evaluated at 10% or more of the total evaluation. Once an SDP Plan is submitted, negotiated and approved, the agency shall then monitor the contractor's performance, and use actual expenditures with SDO certified contractors to fulfill their own SDP expenditure benchmarks. M/WBE participation shall be incorporated into and monitored for all types of procurements regardless of size; however, submission of an SDP Plan is mandated only for large procurements over \$150,000.

This RFR shall contain some or all of the following components as part of the Supplier Diversity Program Plan submitted by bidders:

- Sub-contracting with certified M/WBE firms as defined within the scope of the RFR,
- Ancillary use of certified M/WBE firms,
- Growth and Development activities to increase M/WBE capacity,

All certified businesses that are included in the bidder's SDP proposal are required to submit an up to date copy of their certification letter. For further information on SDO certification, contact the Supplier Diversity Office at (617) 502-8831 or via the Internet at [www.mass.gov/sdo](http://www.mass.gov/sdo). Other resources are available to M/WBE firms that may qualify for SDO certification at [www.mass.gov/sdp](http://www.mass.gov/sdp).

Supplier Diversity Program Subcontracting Policies. Prior approval of the agency is required for any subcontracted service of the contract. Agencies may define required deliverables including, but not limited to, documentation necessary to verify subcontractor commitments and expenditures with Minority- or Women-Owned Business Enterprises (M/WBEs) for the purpose of monitoring and enforcing compliance of subcontracting commitments made in a bidder's Supplier Diversity Program (SDP) Plan. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors.

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Agricultural Products Preference (only applicable if this is a procurement for Agricultural Products) - Chapter 123 of the Acts of 2006 directs the State Purchasing Agent to grant a preference to products of agriculture grown or produced using locally grown products. Such locally grown or produced products shall be purchased unless the price of the goods exceeds the price of products of agriculture from outside the Commonwealth by more than 10%. For purposes of this preference, products of agriculture are defined to include any agricultural, aquacultural, floricultural or horticultural commodities, the growing and harvesting of forest products, the raising of livestock, including horses, raising of domesticated animals, bees, fur-bearing animals and any forestry or lumbering operations.

Best Value Selection and Negotiation. The Procurement Management Team (PMT) may select the response(s) which demonstrates the best value overall, including proposed alternatives that shall achieve the procurement goals of the department. The PMT and a selected bidder, or a contractor, may negotiate a change in any element of contract performance or cost identified in the original RFR or the selected bidder's or contractor's response which results in lower costs or a more cost effective or better value than was presented in the selected bidder's or contractor's original response.

Bidder Communication. Bidders are prohibited from communicating directly with any employee of the procuring department or any member of the PMT regarding this RFR except as specified in this RFR, and no other individual Commonwealth employee or representative is authorized to provide any information or respond to any question or inquiry concerning this RFR. Bidders may contact the contact person for this RFR in the event this RFR is incomplete or the bidder is having trouble obtaining any required attachments electronically through Comm-PASS.

Comm-PASS. Comm-PASS is the official system of record for all procurement information which is publicly accessible at no charge at [www.comm-pass.com](http://www.comm-pass.com). Information contained in this document and in each tab of the Solicitation, including file attachments, and information contained in the related Bidders' Forum(s), are all components of the Solicitation.

Bidders are solely responsible for obtaining all information distributed for this Solicitation via Comm-PASS, by using the free Browse and Search tools offered on each record-related tab on the main navigation bar (Solicitations and Forums). Forums support Bidder submission of written questions associated with a Solicitation and publication of official answers. All records on Comm-PASS are comprised of multiple tabs, or pages. For example, Solicitation records contain Summary, Rules, Issuer(s), Intent or Forms & Terms and Specifications, and Other Information tabs. Each tab contains data and/or file attachments provided by the Procurement Management Team. All are incorporated into the Solicitation.

It is each Bidder's responsibility to check Comm-PASS for:

- Any addenda or modifications to this Solicitation, by monitoring the "Last Change" field on the Solicitation's Summary tab, and
- Any Bidders' Forum records related to this Solicitation (see Locating a Online Bidders' Forum for information on locating these records).

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The Commonwealth accepts no responsibility and shall provide no accommodation to Bidders who submit a Response based on an out-of-date Solicitation or on information received from a source other than Comm-PASS.

Comm-PASS SmartBid Subscription. Bidders may elect to obtain an optional SmartBid subscription which provides value-added features, including automated email notification associated with postings and modifications to Comm-PASS records. When properly configured and managed, SmartBid provides a subscriber with:

- A secure desktop within Comm-PASS for efficient record management
- A customizable profile reflecting the subscriber's product/service areas of interest
- A customizable listing in the publicly accessible Business Directory, an online "yellow-pages" advertisement
- Full-cycle, automated email alert whenever any record of interest is posted or updated
- Access to Online Response Submission, when allowed by the Issuer, to support:
  - paperless bid drafting and submission to an encrypted lock-box prior to close date
  - electronic signature of OSD forms and terms; agreement to defer wet-ink signature until Contract award, if any
  - withdrawal of submitted bids prior to close date
  - online storage of submitted bids

Every public purchasing entity within the borders of Massachusetts may post records on Comm-PASS at no charge. Comm-PASS has the potential to become the sole site for all public entities in Massachusetts. SmartBid fees are only based on and expended for costs to operate, maintain and develop the Comm-PASS system.

Contract Expansion. If additional funds become available during the contract duration period, the department reserves the right to increase the maximum obligation to some or all contracts executed as a result of this RFR or to execute contracts with contractors not funded in the initial selection process, subject to available funding, satisfactory contract performance and service or commodity need.

Costs. Costs which are not specifically identified in the bidder's response, and accepted by a department as part of a contract, shall not be compensated under any contract awarded pursuant to this RFR. The Commonwealth shall not be responsible for any costs or expenses incurred by bidders responding to this RFR.

Electronic Communication/Update of Bidder's/Contractor's Contact Information. It is the responsibility of the prospective bidder and awarded contractor to keep current the email address of the bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the PMT, including requests for clarification. The PMT and the Commonwealth assume no responsibility if a prospective bidder's/awarded contractor's designated email address is not current, or if technical problems, including those with the prospective bidder's/awarded contractor's computer, network or internet contractor (ISP) cause email communications sent to/from the prospective bidder/awarded contractor and the PMT to be lost or rejected by any means including email or spam filtering.

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Electronic Funds Transfer (EFT). All bidders responding to this RFR shall agree to participate in the Commonwealth Electronic Funds Transfer (EFT) program for receiving payments, unless the bidder can provide compelling proof that it would be unduly burdensome. EFT is a benefit to both contractors and the Commonwealth because it ensures fast, safe and reliable payment directly to contractors and saves both parties the cost of processing checks. Contractors are able to track and verify payments made electronically through the Comptroller's Vendor Web system. A link to the EFT application can be found on the [OSD Forms](http://www.mass.gov/osd) page ([www.mass.gov/osd](http://www.mass.gov/osd)). Additional information about EFT is available on the [VendorWeb](http://www.mass.gov/osc) site ([www.mass.gov/osc](http://www.mass.gov/osc)). Click on MASSfinance.

Successful bidders, upon notification of contract award, shall be required to enroll in EFT as a contract requirement by completing and submitting the *Authorization for Electronic Funds Payment Form* to this department for review, approval and forwarding to the Office of the Comptroller. If the bidder is already enrolled in the program, it may so indicate in its response. Because the *Authorization for Electronic Funds Payment Form* contains banking information, this form, and all information contained on this form, shall not be considered a public record and shall not be subject to public disclosure through a public records request.

The requirement to use EFT may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason shall be documented in its response. The PMT shall consider such requests on a case-by-case basis and communicate the findings with the bidder.

Environmental Response Submission Compliance. In an effort to promote greater use of recycled and environmentally preferable products and minimize waste, all responses submitted should comply with the following guidelines:

- All copies should be printed double sided.
- All submittals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper (i.e. paper made from raw materials other than trees, such as kenaf). To document the use of such paper, a photocopy of the ream cover/wrapper should be included with the response.
- Unless absolutely necessary, all responses and copies should minimize or eliminate use of non-recyclable or non re-usable materials such as plastic report covers, plastic dividers, vinyl sleeves and GBC binding. Three ringed binders, glued materials, paper clips and staples are acceptable.
- Bidders should submit materials in a format which allows for easy removal and recycling of paper materials.
- Bidders are encouraged to use other products which contain recycled content in their response documents. Such products may include, but are not limited to, folders, binders, paper clips, diskettes, envelopes, boxes, etc. Where appropriate, bidders should note which products in their responses are made with recycled materials.
- Unnecessary samples, attachments or documents not specifically asked for should not be submitted.

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Executive Order 509, *Establishing Nutrition Standards for Food Purchased and Served by State Agencies*. Food purchased and served by state agencies shall be in compliance with Executive Order 509, issued in January 2009. Under this Executive Order, all contracts resulting from procurements posted after July 1, 2009 that involve the purchase and provision of food shall comply with nutrition guidelines established by the Department of Public Health (DPH). The nutrition guidelines are available at the Department's website: [Executive Order # 509 Guidance](#).

HIPAA: Business Associate Contractual Obligations. Bidders are notified that any department meeting the definition of a Covered Entity under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall include in the RFR and resulting contract sufficient language establishing the successful bidder's contractual obligations, if any, that the department shall require in order for the department to comply with HIPAA and the privacy and security regulations promulgated thereunder (45 CFR Parts 160, 162, and 164) (the Privacy and Security Rules). For example, if the department determines that the successful bidder is a business associate performing functions or activities involving protected health information, as such terms are used in the Privacy and Security Rules, then the department shall include in the RFR and resulting contract a sufficient description of business associate's contractual obligations regarding the privacy and security of the protected health information, as listed in 45 CFR 164.314 and 164.504 (e), including, but not limited to, the bidder's obligation to: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information (in whatever form it is maintained or used, including verbal communications); provide individuals access to their records; and strictly limit use and disclosure of the protected health information for only those purposes approved by the department. Further, the department reserves the right to add any requirement during the course of the contract that it determines it shall include in the contract in order for the department to comply with the Privacy and Security Rules. Please see other sections of the RFR for any further HIPAA details, if applicable.

Minimum Bid Duration. Bidders responses/bids made in response to this RFR shall remain in effect for at least 90 days from the date of bid submission.

Pricing: Price Limitation. The bidder shall agree that no other state or public entity customer within the United States of similar size and with similar terms and conditions shall receive a lower price for the same commodity and service during the contract period, unless this same lower price is immediately effective for the Commonwealth. If the Commonwealth believes that it is not receiving this lower price as required by this language, the bidder shall agree to provide current or historical pricing offered or negotiated with other state or public entities at any time during the contract period in the absence of proprietary information being part of such contracts.

Prompt Payment Discounts (PPD). All bidders responding to this procurement shall agree to offer discounts through participation in the Commonwealth Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that it would be unduly burdensome. PPD benefits both contractors and the Commonwealth. Contractors benefit by increased, usable cash flow as a result of fast and efficient payments for commodities or services rendered. Participation in the Electronic Funds Transfer initiative further

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maximizes the benefits with payments directed to designated accounts, thus eliminating the impact of check clearance policies and traditional mail lead time or delays. The Commonwealth benefits because contractors reduce the cost of products and services through the applied discount. Payments that are processed electronically can be tracked and verified through the Comptroller's Vendor Web system. The PPD form can be found under the Forms and Terms tab of this solicitation.

Bidders shall submit agreeable terms for Prompt Payment Discount using the PPD form within their proposal, unless otherwise specified by the PMT. The PMT shall review, negotiate or reject the offering as deemed in the best interest of the Commonwealth.

The requirement to use PPD offerings may be waived by the PMT on a case-by-case basis if participation in the program would be unduly burdensome on the bidder. If a bidder is claiming that this requirement is a hardship or unduly burdensome, the specific reason shall be documented in or attached to the PPD form.

Public Records. All responses and information submitted in response to this RFR are subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. Any statements in submitted responses that are inconsistent with these statutes shall be disregarded.

Reasonable Accommodation. Bidders with disabilities or hardships that seek reasonable accommodation, which may include the receipt of RFR information in an alternative format, shall communicate such requests in writing to the contact person. Requests for accommodation shall be addressed on a case by case basis. A bidder requesting accommodation shall submit a written statement which describes the bidder's disability and the requested accommodation to the contact person for the RFR. The PMT reserves the right to reject unreasonable requests.

Restriction on the Use of the Commonwealth Seal. Bidders and contractors are not allowed to display the Commonwealth of Massachusetts Seal in their bid package or subsequent marketing materials if they are awarded a contract because use of the coat of arms and the Great Seal of the Commonwealth for advertising or commercial purposes is prohibited by law.

Subcontracting Policies. Prior approval of the department is required for any subcontracted service of the contract. Contractors are responsible for the satisfactory performance and adequate oversight of its subcontractors. Human and social service subcontractors are also required to meet the same state and federal financial and program reporting requirements and are held to the same reimbursable cost standards as contractors.



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**ATTACHMENT B-COST TABLE**

**REMINDER:** Bidders may NOT modify the cost table in any way except that the cell height may be expanded to allow sufficient space for entry of the response. Any response that modifies the cost table (other than indicated above) may be considered non-responsive and be given no further evaluation.

**TELECOMMUNICATION RELAY SERVICE:**

<b>Price Per Conversation Minute for TRS</b>	\$
<b>Discount of _____ % for each conversation minute exceeding _____ minutes per month.</b>	\$

**CAPTIONED TELEPHONE RELAY SERVICE:**

<b>Price Per Conversation Minute for CTRS</b>	\$
<b>Discount of _____ % for each conversation minute exceeding _____ minutes per month.</b>	\$

**EDUCATION AND OUTREACH SERVICES:**

<b>Education and Outreach Personnel Costs (Specify Hourly Rate and Annual Cost by Personnel Type):</b>	\$
<b>Hourly Rate</b>	\$
<b>Annual Cost</b>	
<b>Other Education and Outreach Expenses:</b>	
<b>Annual Cost</b>	\$
<b>Total Education and Outreach Services Budget (Not to Exceed \$50,000 Annually)</b>	\$

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**ATTACHMENT C- RFR EXCEPTIONS**

**BIDDER SHALL LIST ANY AND ALL EXCEPTION(S) AND/OR PROPOSED ALTERNATIVE(S) CONTAINED WITHIN THEIR RESPONSE. BIDDER SHALL LIST THE SECTION NUMBER AND THE EXCEPTION/PROPOSED ALTERNATIVE. FAILURE TO SPECIFICALLY ADDRESS ANY EXCEPTION AND/OR ALTERNATIVE WILL RESULT IN REQUIRING THE BIDDER TO COMPLY WITH THE REQUIREMENT AS DETAILED IN THE RFR.**